

**MEMORANDUM OF UNDERSTANDING
FOR THE LEASE OF REAL
PROPERTY DATED MAY 27, 2004**

This Memorandum of Understanding is made and entered into as of this 27th day of May, 2004, by and between the United States Postal Service, or its permitted assign, as Lessor (the "USPS"), and the United States of America, acting by and through the Administrator of General Services and authorized representatives, as Lessee ("GSA").

WHEREAS, the USPS and GSA enter into this Memorandum of Understanding pursuant to 39 U.S.C 411 and the Agreement Between General Services Administration and the United States Postal Service Covering Real and Personal Property Relationships and Associated Services (1985), commonly referred to as the GSA/USPS Agreement, as the same may be amended from time to time ("Interagency Agreement"); and

WHEREAS, the USPS owns and controls the historic Downtown Postal Service building (the "Building") located at 315 West Pershing Road in Kansas City, Missouri, and has rights to surrounding and adjacent properties necessary to enter into this Memorandum of Understanding; and

WHEREAS, the Building is currently underutilized with much of the space in the Building and the surrounding and adjacent properties being vacant and available for redevelopment; and

WHEREAS, the USPS is willing to participate in the redevelopment of the Building and surrounding and adjacent properties for the construction and development of an Internal Revenue Service Consolidated Processing Center (the "Project") in a manner consistent with this Memorandum of Understanding and the mutually agreed-to plans and specifications, to accommodate the needs of GSA and its tenant, the Internal Revenue Service ("IRS"); and

WHEREAS, GSA is authorized and willing to enter into a Memorandum of Understanding for the lease of space with the USPS for space resulting from the Project in accordance with the terms and conditions of this Memorandum of Understanding and the Interagency Agreement; and

WHEREAS, the USPS has most of the necessary property interests and is in the process of acquiring the remaining necessary property interests and is authorized and willing to enter into a Memorandum of Understanding for the lease of space with GSA for space resulting from the Project; and

WHEREAS, the USPS and GSA have reached agreement on the terms and conditions of the IRS's occupancy of the property located at 315 West Pershing Road; and

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Lease NO. GS-06P-40004

WHEREAS, the USPS and GSA intend to memorialize their agreement in the following agreement consisting of this Memorandum of Understanding for the Lease of Real Property (including the Project's anticipated aggregate Tax Increment Financing ("TIF") Projections labeled "Exhibit A"), the attached Lease Specifications together with its attached General Arrangement Drawings labeled "Exhibit B", and the attached General Clauses, labeled "Exhibit C", all of which are attached hereto and incorporated herein by reference to the extent permitted by law and collectively referred to herein as the "Lease"; and

WHEREAS, the USPS and GSA understand that this Lease will be assigned eventually to a third party lessor and that the General Clauses and Lease Specifications were prepared with that in mind and that portions of the General Clauses and Lease Specifications are not applicable to the USPS under this Lease and will only apply to the USPS assignee; and

WHEREAS, in addition to the Project, Developer (as hereinafter defined) will renovate space in Union Station existing buildings and thereafter relocate the USPS from the Building to two nearby parcels of land with existing buildings and improvements. The Main Post Office operations will be relocated to property commonly known as the Union Station Grand Hall, and the Processing and Distribution Operations will be relocated to property commonly known as the Railway Express Building; such relocation shall be pursuant to two (2) separate long-term leases (hereinafter referred to collectively as the "USPS Subleases") to be entered into by and between Developer and the USPS.

NOW, THEREFORE, in furtherance of the foregoing and in consideration of the mutual covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, GSA and the USPS hereby agree as follows:

1. Incorporation of Recitals. The above-stated recitals are restated and incorporated herein by reference as if fully set forth herein.
2. Definitions.
 - A. All capitalized terms not specifically defined in this Memorandum of Understanding shall have the same meaning and application as defined in Section 1, "Definitions," of the General Clauses.
 - B. In the event of a conflict between the Definitions in this Memorandum of Understanding and the General Clauses or Lease Specifications, the Memorandum of Understanding shall govern.
3. Grant of Leasehold. The USPS hereby leases to GSA, and its permitted successors and assigns, and GSA hereby leases from the

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USPS, the following described property, together with the right of ingress to and egress from the property at all times:

- A. 1,140,000 rentable square feet of office and related space to be developed at the USPS's property (located at 315 West Pershing Road, Kansas City, Missouri) and at surrounding and adjacent properties as depicted and described in the General Arrangement Drawings attached to the Lease Specifications labeled Exhibit B; and
- B. 4,900 structured parking spaces as described further in the Lease Specifications.

The property described in subparagraphs (A) and (B) is collectively hereinafter referred to as the "Premises," to be used for such purposes as may be determined by GSA.

- 4. Notice of Developer. GSA hereby acknowledges and agrees that the USPS intends, and shall have the right, to engage a third party developer (the "Developer") to undertake the construction and development of the Project. The USPS shall provide to GSA written notice of the designation of the Developer upon execution of this Lease, which notice shall include the name, address and contact person for such Developer. GSA further acknowledges that the USPS intends to assign its interest under this Lease to Developer pursuant to Paragraph 11 hereof.
- 5. Responsibilities of Developer. GSA hereby acknowledges and agrees that Developer will be responsible for construction and all costs associated with the Project in accordance with the terms of this Lease and, in conjunction with the USPS, delivery of the Premises in accordance with the provisions of Paragraph 10, below.
- 6. Requests for Change Orders by GSA. GSA hereby agrees to provide written notice of all requests for change orders relating to the construction of the Project directly to Developer, with a copy of such requests to the USPS. GSA shall work directly with Developer to resolve all requests for change orders.
- 7. Request for Change Orders and Time Extensions by Developer. GSA hereby agrees to work directly with Developer to resolve all requests for change orders and time extensions submitted by Developer.
- 8. Resolution of Disputes and Potential Claims. GSA hereby agrees that with respect to any dispute relating to the construction of the Project, arising prior to assignment of this Lease by the USPS to Developer, GSA shall promptly provide written demand or written assertion thereof to Developer, with a copy thereof to the USPS. GSA agrees to

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diligently pursue resolution of such dispute or potential claim with Developer prior to submitting the claim to the USPS hereunder.

9. Failure to Resolve a Dispute or Claim under the Lease.

A. GSA Claims Against Developer.

- (1) Assignment. If GSA fails to resolve any request for change order, dispute or potential claim to its satisfaction within 60 days after written notice thereof is provided to Developer, GSA hereby agrees to provide written notice of such failure to the USPS and to Developer prior to submitting a claim under the Lease. To the full extent permitted by law, upon presentation of a claim by GSA to the USPS, the USPS shall submit the claim to Developer in accordance with the Claims and Disputes Clause of the Leaseback of USPS Existing Property and Lease of Developer Property to be entered into by and between the USPS and Pershing Road Development Company, LLC, a Missouri limited liability company ("Mirror Lease"), in substantially the same form as the unexecuted copy attached hereto as "Exhibit D" and incorporated herein by reference, and the USPS shall assign all of its right, title and interest in and to the claim to GSA.
- (2) Acceptance and Agreement. To the extent authorized by law, GSA agrees to accept the assignment contemplated in 9.A(1), above, and to prosecute the claim on behalf of itself and the USPS against Developer.
- (3) Failure to Resolve Disputes. In the event the contemplated assignment of the claim is found to be unenforceable or deemed to be ineffective by a court or board of competent jurisdiction, and should GSA and Developer not be able to resolve said dispute, the USPS agrees to issue a unilateral decision pursuant to the Claims and Dispute clause of the Mirror Lease referenced above. GSA shall be responsible for any and all costs relating to such unilateral change.
- (4) Exclusivity of Remedies Against USPS. GSA agrees that the provisions of Section 9.A shall constitute GSA's only remedies against the USPS with respect to any claim GSA may assert against Developer in connection with the Project.

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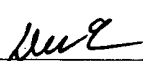
B. Developer Claims Against the USPS Resulting From GSA Activities.

- (1) Presentation of Claims. Upon presentation of a claim by Developer to the USPS arising out of GSA activities under this Lease, and to the extent permitted by law, the USPS shall have the unilateral right to assign all of its right to defend the claim to GSA.
- (2) Acceptance and Agreement. GSA agrees, to the extent authorized by law, to accept the assignment and to assume all of the USPS's obligations to adjudicate, litigate, and resolve said claim.
- (3) Release. To the extent permitted by law, upon assignment of said claim obligations, GSA agrees to release the USPS from all liability, demands and actions regarding said claim, including, but not limited to, interest, attorneys' fees, liabilities, obligations, debts, damages, costs, and compensation of any kind or nature, whether known or unknown, whether or not ascertainable at this time, arising under the events relating to this Lease or the construction and development of the Project to the extent such arise from the actions of GSA, its employees, agents and/or subcontractors. This provision shall not preclude GSA from bringing a claim against the USPS to the extent such claim arises from the actions of the USPS, its employees, agents and/or subcontractors.

C. Cooperation of the Parties. The USPS and GSA agree to cooperate with one another to facilitate the satisfaction of their respective obligations under this Lease. The USPS and GSA each agree to work expeditiously and in good faith with the other and with their respective architects, engineers and others. Upon the occurrence of any potential or actual delay, the USPS and GSA shall each cooperate and individually take reasonable steps so as to mitigate and minimize the extent and effect of any such delay. Notwithstanding the foregoing, and except as otherwise contemplated by the terms of this Lease, in no event shall either party's duty to cooperate pursuant to this Paragraph 9.C. obligate either party to incur additional material out-of-pocket costs.

D. Dispute Resolution. In the event of any dispute referenced in either Paragraph 9.A or 9.B, above, Developer and GSA shall follow the procedures under the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("CDA"). If a dispute arises out of or relates to the construction of the Project, and if said dispute

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cannot be settled through negotiation, Developer shall certify its claim and Developer and GSA shall first try in good faith to settle the dispute by mediation at the General Services Administration Board of Contract Appeals ("GSBCA"), before resorting to litigation. GSA agrees that GSA's or the USPS's Contracting Officer shall not issue any final determination regarding any claim by Developer until and unless such mediation has been concluded, or either Developer and/or the USPS or GSA advises the other that a resolution of the dispute by mediation does not appear likely within a reasonable time ("ADR Period"). Upon conclusion of the ADR Period and issuance of the GSA or the USPS Contracting Officer's Final Decision (whichever agency is most appropriate to issue such a decision), or a "deemed denial" by the GSA or the USPS Contracting Officer, Developer may file an appeal in any forum with jurisdiction over the appeal. Such an appeal shall be filed within the time periods specified in the CDA. The provisions of this Paragraph shall apply to the USPS only if a court or board of competent jurisdiction determines the attempted assignment of the claim from the USPS to GSA to be unenforceable or ineffective.

- E. True Party in Interest. Notwithstanding the claims and appeals (and any alternative dispute resolution) processes provided for under this Lease, or under any additional lease agreement affecting the Premises or its development and eventual occupancy by the Federal government, GSA and the USPS agree that GSA desires to have the Building developed to house GSA tenant agencies, and that GSA, upon substantial completion and acceptance of the Premises, intends to be in direct privity with Developer. Accordingly, GSA and the USPS acknowledge and agree that GSA is the true party in interest with respect to any such claim or dispute that might arise in the development of the Project, except to the extent that such claim relates to the USPS Subleases or arises from the actions of or the failures to act by the USPS, its employees, agents and/or contractors. GSA pledges to use its good faith efforts to identify and resolve any claim or dispute between itself and Developer, without involving the USPS, whenever possible. Furthermore, GSA does not expect the USPS to incur any cost or liability in having to defend or resolve any claims or disputes by GSA that might exist with Developer with respect to the Project, except to the extent that such claim relates to the USPS Subleases or arises from the actions or the failure to act by the USPS, its employees, agents and/or contractors. GSA and the USPS pledge to use their respective best efforts to share with each other, and with Developer, as the case may be, information concerning any claims, disputes or appeals, including

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immediately sharing copies of any claims, protests, pleadings, service of process, and all relevant correspondence.

- F. Effectiveness of Assignment. In the event the assignment contemplated in Paragraphs 9.A or 9.B, above, is deemed unenforceable or ineffective by the USPS Board of Contract Appeals, the GSBCA, the Court of Federal Claims, or a Federal District Court, GSA hereby agrees, subject to the availability of funds, to reimburse the USPS (but not any successor, assignee or transferee of the USPS) for any and all liabilities, losses, costs, or expenses of any nature that may be imposed upon, incurred by or asserted against the USPS by any person other than GSA in any way relating to or arising out of GSA's or Developer's claim or the construction and development of the Project, except to the extent that such claim relates to actions of or failures to act by the USPS, its employees, agents and/or contractors pertaining to the USPS Subleases. In the event that no funds are available to GSA at the time that GSA needs such funds to reimburse the USPS as contemplated above, GSA agrees that it will diligently seek to obtain additional appropriations for such purpose.

10. Delivery of Space.

- A. GSA acknowledges that the USPS shall cause its Developer to deliver as substantially complete the entire Premises, consisting of three (3) processing wings, the warehouse, the main street circulation space, the renovated Building, the tunnel, all related space, and all associated parking, in accordance with the following schedule:
- (1) The south and middle processing wings, the warehouse (including the loading dock and the Service Compound Access Control building that monitors ingress to the loading dock area), the main street circulation space, tunnel areas including portals, security area, testing area, interview room and restrooms as depicted in the General Arrangement Drawings attached to the Lease Specifications, as well as the tunnel itself (including the moving sidewalks), with commensurate parking adequate to meet the needs of the IRS employees occupying those spaces, by no later than October 1, 2006.
 - (2) The north processing wing, and all remaining parking by no later than December 1, 2006.

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- (3) All perimeter security for the entire Premises shall be installed and operational by no later than December 1, 2006.
- (4) The cafeteria space shall be complete and operational by no later than January 1, 2007.
- (5) The renovated Building by no later than May 1, 2007.

The USPS shall cause the Developer to notify GSA, in writing, no later than May 1, 2006, if the blocks of space will not be delivered or be substantially complete within the time periods set forth immediately above.

- B. If, by May 1, 2006, Developer notifies GSA that the USPS shall deliver the blocks of space according to the timeline set forth in Paragraph 10.A., above, and the USPS delivers the blocks of space as substantially complete prior to the prescribed delivery date in accordance with Section 3.15.F of the Lease Specifications, GSA shall inspect the blocks of space and accept the space if it is substantially complete. If any block of space set forth in Paragraph 10.A., above, is inspected and accepted as substantially complete prior to the prescribed delivery date, rent for such block or blocks of space shall not commence and begin to accrue until the prescribed delivery date for each block of space is reached as set forth in Paragraph 10.A., above. Rent for space delivered and accepted after the dates set forth in Paragraph 10.A., above, shall be on a pro-rata basis, as described in General Clause Section 12.



If a block or blocks of space in Paragraph 10.A(1)-(4) (specifically excluding item (5), the existing Building) are not delivered by the prescribed delivery date(s) and that failure renders the entire Premises (excluding the existing Building) unusable by the IRS because the IRS does not reasonably have sufficient time remaining to occupy and be fully operational in all blocks of space identified in Paragraph 10.A(1)-(4), above, by January 1, 2007, then GSA may delay acceptance of any or all blocks of space until May 1, 2007; provided, however, if GSA accepts and IRS personnel occupy and utilize any portion of the space and fail to vacate (except for furniture, telecommunications and information technology equipment and other personal property already on site) the space even though the IRS has determined it cannot be fully operational in all blocks of space (excluding the existing Building) by January 1, 2007, then GSA shall pay rent on a pro-rata basis for the space accepted, occupied and utilized by IRS personnel.

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- C. Subject to any time extension granted to Developer for Excusable Delays, excluding delays to the extent such delays arise from or are attributable to the delivery of the USPS sublease, if the entire Premises are not substantially complete by May 1, 2008, GSA shall have the right to terminate this Lease pursuant to the provisions of Section 11 of the Lease General Clauses. If Developer is granted a time extension for Excusable Delays, the USPS shall not be precluded from delivering the block(s) of space according to the prescribed delivery date schedule in Paragraph 10.A.(1)-(5), above. GSA shall incur no liability whatsoever in the event the USPS chooses to deliver the block(s) of space according to the delivery schedule even though GSA has granted Developer a time extension for Excusable Delays.
- D. GSA shall have the right to assess liquidated damages against Developer, as set forth in Section 50 of the Lease General Clauses, on a pro-rata basis for those portions of the Premises not substantially complete by May 1, 2007.

11. Assignment of Lease to Developer.

- A. Assignment. To the extent authorized by law, USPS shall have the unilateral right to assign all right, title and interest to and under this Lease to Developer in accordance with Section 26 of the Lease General Clauses; provided, however, that any such assignment shall not be permitted any earlier than the date of substantial completion and acceptance of the entirety of the leased Premises by GSA.
- B. GSA Consent and Acceptance. GSA hereby consents to the assignment of the Lease to Developer and assumption by Developer of all obligations under the Lease as described and conditioned in Paragraph 11.A., above, and agrees that Developer shall be bound by the Lease and performance of all of its terms, covenants and conditions following the assignment.
- C. Release. Upon assignment of said Lease to Developer, GSA and USPS agree to release each other from all liability, demands and actions regarding said Lease, including, but not limited to, interest, attorneys' fees, liabilities, obligations, debts, damages, costs, and compensation of any kind or nature, whether known or unknown, whether or not ascertainable at this time, arising under the events relating to the Lease or the construction and development of the Project, except for liabilities, claims or causes of action arising from or relating to

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actions of or failures to act by the USPS, its agents, employees and/or contractors in connection with the USPS Subleases.

12. Term. The Lease term shall be for a period of 15 years from the Lease Commencement Date as defined in Paragraph 15, below.
13. Renewals. This Lease may be renewed at the option of GSA under the conditions and at the rental set forth in Section 58 of the General Clauses of this Lease.
14. Partial Acceptance of Space. GSA intends to occupy the space in partial increments in accordance with the schedule listed in Paragraph 10.A., and the USPS agrees to cause Developer to schedule its work so as to deliver the Premises incrementally as shown on that schedule and in accordance with Paragraph 3.15.F of the Lease Specifications. Rent shall accrue pro rata in accordance with the above Paragraph 10 and shall be based on the General Clauses, "Progressive Occupancy," Section 12, and "Payment," Section 27, with respect to each increment of space beginning the first business day following substantial completion and acceptance by GSA of each such increment of space, subject to the limitations imposed in Paragraph 10.B., above (each a "Rent Commencement Date"), as documented on GSA Form 1204, "Conditional Survey Report." As space is accepted, the rentable square feet shall be determined by multiplying the usable square feet delivered by the common area factor of 1.134235814. Rental payments for each increment of space shall become due on the first workday of the month following the month in which the Rent Commencement Date for such increment of space occurs, except that if such Rent Commencement Date for any increment of space is after the fifteenth (15th) day of the month, the payment due date will be the first workday of the second month following the month in which the Rent Commencement Date for such increment of space occurs.
15. Commencement Date. Upon GSA's acceptance of the last increment of space, the Rent Commencement Dates shall be blended into a composite weighted average to establish the Lease commencement date (the "Lease Commencement Date"), which shall be computed by taking into account the date of space acceptance by GSA and the percentage of space delivered as of each Rent Commencement Date relative to the total space to be leased by GSA. The Lease Commencement Date will become the Lease anniversary date for all purposes of this Lease. The parties shall execute a Supplemental Lease Agreement establishing the Lease Commencement Date after GSA's acceptance of all of the Premises.

Listed below is an illustrative example of how the Lease Commencement Date will be established:

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Rent Commencement Dates	% of Space	X	Days Elapsed	=	Weighted Average
January 1, 2004	25	x	0	=	0
February 1, 2004	25	x	31	=	7.75
May 1, 2004	50	x	121	=	60.50
			Composite	=	68.25 effective days not occupied

In this example, the Lease Commencement Date would be March 10, 2004. Fractional days for "effective days not occupied" shall be rounded to the next whole number.



16. Rental Rates.

A. GSA shall pay the USPS, or its assignee or designee, annual Unadjusted Base Rent of \$24,624,000 at the rate of \$2,052,000 per calendar month in arrears. Annual Unadjusted Base Rent is equal to 1,140,000 rentable square feet times \$21.60/RSF. Rent for a lesser period shall be prorated. Rent shall be made payable to the United States Postal Service or its designee.

B. Rent.

As provided in Section 1(p) of the Lease General Clauses, Service Agreement Rent ("SAR") (as defined in Paragraph 1(p) of the General Clauses) is that portion of rent that GSA pays for Operating Expenses, real estate taxes and Developer's management fee for the leased Premises and is estimated at \$7.94 per square foot for the first year of the Lease. SAR also includes, in the event of a default by the USPS or Developer, the Service Agreement Reserve. SAR is exclusive of Base Rent.

The Unadjusted SAR has been estimated at \$9,051,600 annually (\$7.94/RSF x 1,140,000 RSF). GSA shall pay the USPS actual costs for SAR (as described in the provisions of this Lease) minus the annual rent adjustment to the Base Rent of \$4,140,000 (\$3.63/RSF). Thus, it is projected that GSA shall pay the USPS or Developer annual Adjusted SAR in the amount of \$4,911,600 (\$9,051,600 - \$4,140,000) per annum at the rate of \$409,300 per calendar month in arrears; provided, however, in no event shall the sum of the Adjusted Base Rent, Adjusted SAR and any TIF revenue adjustment made pursuant to Paragraph 18, below, exceed \$30.54 per Rentable Square Foot for the first year of the Lease. Further, in no event shall the

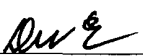

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unadjusted SAR exceed \$7.94 per Rentable Square Foot for the first year of the Lease. SAR for periods of less than one year shall be pro-rated.

GSA agrees that the first \$4,140,000 (\$3.63/RSF) per annum in SAR paid by GSA will not be subject to setoff or deduction and will be considered the same as Base Rent pursuant to Section 21 of the General Clauses for setoff or deduction purposes. Accordingly, the effective annual Adjusted Base Rent, which is that portion of the total Rent that is not subject to setoff or deduction, is established as \$25.23 (\$21.60 plus \$3.63) per Rentable Square Foot.

The parties nonetheless recognize that, for purposes of calculating the annual rental escalation in SAR in the second Lease year and for all successive Lease years thereafter, the initial Lease year SAR represents a payment of \$9,051,600 (\$7.94/RSF). If there is a default by the USPS or Developer of the Service Agreement component of this Lease, pursuant to Sections 15 and 16 of the General Clauses, resulting in GSA either terminating the Service Agreement component altogether or excising the service or utility that is the subject of the default from the Service Agreement, and the annual cost to GSA to provide such service(s) or utility so terminated or excised is in excess of the adjusted SAR available for setoff or deduction (\$4,911,600), as escalated annually after the first Lease year for actual SAR operating costs increases, then the USPS or Developer shall pay GSA an annual lump sum to cover the excess amount; provided, however, the maximum annual lump sum the USPS or Developer may be required to pay GSA shall not exceed \$4,140,000 (\$3.63 X 1,140,000 RSF). Any annual payment due from the USPS or Developer to GSA shall be due and payable on the Lease anniversary date.

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- C. The chart below summarizes the Base Rent and SAR as adjusted and as subject to setoff: (Note: the dollars per RSF have been rounded for convenience, but the actual dollar/RSF number to be used for Rent payment purposes shall go out 9 decimal places by taking the yearly dollar amounts below divided by 1,140,000 RSF.)

	BASE RENT	SERVICE AGREEMENT RENT
Unadjusted	\$21.60/RSF \$24,624,000/year	\$7.94/RSF \$9,051,600/year
Unadjusted Amount subject to setoff	\$0.00	\$4.31/RSF \$4,911,600/year
Rent Adjustment	+ \$3.63/RSF + \$4,140,000/year	- \$3.63/RSF - \$4,140,000/year
Adjusted	\$25.23/RSF (\$21.60 + \$3.63) \$28,764,000/year	\$4.31/RSF (\$7.94 - \$3.63) \$4,911,600/year
Adjusted Amount subject to setoff	\$0.00	\$4.31/RSF \$4,911,600/year

The first year adjusted SAR subject to setoff (currently \$4.31/RSF or \$4,911,600/year) may increase or decrease as actual SAR operating costs increase or decrease in subsequent years.

- D. The USPS shall cause to be included in the Mirror Lease a provision requiring the Developer to warrant that in no event shall the Developer take any action to cause the state or local TIF reimbursements to accelerate such that the aggregate annual TIF receipts for the Project fall below \$4,140,000 per annum for any Lease year throughout the initial 15-year term and the Option 1 and Option 2 renewal periods (pursuant to Section 58 of the General Clauses).
17. The USPS, or Developer, shall furnish to GSA as part of rental consideration, the following:

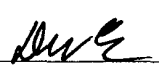

All requirements set forth in this Lease including, but not limited to, all building services, supplies, utilities and

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equipment; heating and air-conditioning; electricity (for all purposes); hot and cold water; chilled drinking water; window washing; toilet supplies; janitorial services and supplies; initial and replacement lamps, tubes, starters, fuses and ballasts; and any and all other requirements, services, supplies, utilities and equipment, as more specifically set forth in this Lease.

18. Tax Increment Financing. Exhibit A, attached hereto, lists the projected TIF revenues for this Project. In the event the projected revenues listed under the "Total" column attributable to each calendar year, as set forth in Exhibit A, are not actually achieved by the USPS or Developer for any calendar year, GSA shall pay the USPS or Developer the difference between the projected "Total" dollar amount and the actual total TIF revenues achieved for that calendar year (hereinafter "TIF Revenue Adjustment"). GSA's payment of a TIF Revenue Adjustment to the USPS or Developer shall be in the form of an annual adjustment to Base Rent, which adjustment shall be separate from the adjustment made to Base Rent that is not subject to setoff. Such annual adjustment shall be applied to GSA's Base Rent and shall be paid by GSA to the USPS or Developer within sixty (60) days after GSA's receipt of the USPS written invoice therefor; provided, however, that in no event shall the sum of Unadjusted Base Rent and any TIF Revenue Adjustment exceed (i) \$22.60 per rentable square foot for any year of the initial fifteen (15) year term of this Lease and the Option 1 renewal period pursuant to Section 58 of the General Clauses, or (ii) \$23.60 per rentable square foot for any year of the Option 2 renewal period pursuant to Section 58 of the General Clauses. This paragraph shall apply for the initial fifteen (15) year term of this Lease and to the Option 1 and Option 2 renewal periods pursuant to Section 58 of the General Clauses, but only until such time as the Project's bond indebtedness is fully amortized and paid off or for twenty (20) years from the first day any portion of the Premises is delivered and accepted as substantially complete by GSA (excluding pre-substantial completion access provided to GSA and its contractors to prepare for occupancy), whichever first occurs.
19. Space Measurement. The interior space to be delivered for lease to GSA shall contain the amount of ANSI BOMA Office Area (usable) and rentable square feet listed on the General Arrangement Drawings, attached to Exhibit B hereto, for each of the buildings that are a part of the Premises. The spaces shall be measured in accordance with the provisions of this Lease. No additional payment shall be made for space that exceeds the ANSI BOMA Office Area Square Feet (usable) or rentable square feet listed on the General Arrangement Drawings.

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The parties agree GSA shall pay Rent for no more than 1,140,000 rentable square feet, regardless of any overage in rentable square feet that may be provided.

20. No Assessment Appeal. So long as the Project is eligible for TIF, GSA agrees that it shall not appeal or otherwise challenge the assessed value of the Premises, if such appeal or challenge would lower the amount of the Real Estate Taxes payable with respect to the Premises below the annual incremental payment in lieu of tax amount stated on Exhibit "A" attached to this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the 27th day of May, 2004.

UNITED STATES POSTAL SERVICE

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By: David Eales
Manager, Asset Management Facilities
Contracting Officer

UNITED STATES OF AMERICA,
acting by and through the
ADMINISTRATOR OF GENERAL SERVICES
and authorized representatives

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By:

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EXHIBIT A
TAX INCREMENT FINANCING PROJECTIONS

Year Estimated Salary
2007 \$ 187,751,814.00

	<u>KC, Jackson County TIF (A)</u>	<u>PILOTS (B)</u>	<u>KC Super TIF (C)</u>	<u>State TIF (D)</u>	<u>(A)+(B)+(C)+(D) = Total</u>
	\$ 187,751,814.00		\$187,751,814.00		
KC Earnings Tax Rate	1.00%		1.00%		
	\$ 1,877,518.14		\$ 1,877,518.14		
KC Earnings Tax TIF Rate	50.00%		20.90%		
	\$ 938,759.07	\$ 3,103,200.00	\$ 392,401.29	\$ 1,865,481.00	
2007 Estimated Utility TIF	\$ 111,150		\$ 111,150		
2007 TIF Projection	\$ 1,049,909.07	\$ 3,103,200.00	\$ 503,551.29	\$ 1,865,481.00	\$ 6,522,141.36

<u>Date</u>	<u>Year</u>	<u>KC, Jackson County TIF (A)</u>	<u>PILOTS (B)</u>	<u>KC Super TIF (C)</u>	<u>State TIF (D)</u>	<u>(A)+(B)+(C)+(D) = Total</u>
2007	1	\$ 1,049,909.07	\$ 3,103,200.00	\$ 503,551.29	\$ 1,865,481.00	\$ 6,522,141.36
2008	2	\$ 1,091,905.43	\$ 3,103,200.00	\$ 523,693.34	\$ 1,884,136.00	\$ 6,602,934.78
2009	3	\$ 1,135,581.65	\$ 3,134,439.00	\$ 544,641.08	\$ 1,902,977.00	\$ 6,717,638.73
2010	4	\$ 1,181,004.92	\$ 3,134,439.00	\$ 566,426.72	\$ 1,922,007.00	\$ 6,803,877.64
2011	5	\$ 1,228,245.11	\$ 3,165,990.00	\$ 589,083.79	\$ 1,941,227.00	\$ 6,924,545.90
2012	6	\$ 1,277,374.92	\$ 3,165,990.00	\$ 612,647.14	\$ 1,960,639.00	\$ 7,016,651.06
2013	7	\$ 1,328,469.91	\$ 3,197,857.00	\$ 637,153.03	\$ 1,980,246.00	\$ 7,143,725.94
2014	8	\$ 1,381,608.71	\$ 3,197,857.00	\$ 662,639.15	\$ 2,000,048.00	\$ 7,242,152.86
2015	9	\$ 1,436,873.06	\$ 3,230,043.00	\$ 689,144.71	\$ 2,020,249.00	\$ 7,376,309.77
2016	10	\$ 1,494,347.98	\$ 3,230,043.00	\$ 716,710.50	\$ 2,040,249.00	\$ 7,481,350.48
2017	11	\$ 1,554,121.90	\$ 3,262,551.00	\$ 745,378.92	\$ 2,060,652.00	\$ 7,622,703.82
2018	12	\$ 1,616,286.78	\$ 3,262,551.00	\$ 775,194.08	\$ 2,081,258.00	\$ 7,735,289.85
2019	13	\$ 1,680,938.25	\$ 3,295,383.00	\$ 806,201.84	\$ 2,102,071.00	\$ 7,884,594.09
2020	14	\$ 1,748,175.78	\$ 3,295,383.00	\$ 838,449.91	\$ 2,123,091.00	\$ 8,005,099.69

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EXHIBIT A
TAX INCREMENT FINANCING PROJECTIONS

<u>Date</u>	<u>Year</u>		<u>KC, Jackson County TIF (A)</u>		<u>PILOTS (B)</u>		<u>KC Super TIF (C)</u>		<u>State TIF (D)</u>		<u>(A)+(B)+(C)+(D) = Total</u>
2021		15	\$ 1,818,102.81	\$	3,328,544.00	\$	871,987.91	\$	2,144,322.00	\$	8,162,956.72
2022		16	\$ 1,818,102.81	\$	3,328,544.00	\$	871,987.91	\$	2,144,322.00	\$	8,162,956.72
2023		17	\$ 1,818,102.81	\$	3,328,544.00	\$	871,987.91	\$	2,144,322.00	\$	8,162,956.72
2024		18	\$ 1,818,102.81	\$	3,328,544.00	\$	871,987.91	\$	2,144,322.00	\$	8,162,956.72
2025		19	\$ 1,818,102.81	\$	3,328,544.00	\$	871,987.91	\$	2,144,322.00	\$	8,162,956.72
2026		20	\$ 1,818,102.81	\$	3,328,544.00	\$	871,987.91	\$	2,144,322.00	\$	8,162,956.72

Below is an illustrative example of the calculation of the KC, Jackson County TIF and the KC Super TIF:

<u>Year</u>		<u>KC, Jackson County TIF (A)</u>		<u>KC Super TIF (C)</u>
2008 Assume Salary Data	\$	199,016,922.80	Assume Salary Data	\$ 199,016,922.80
		<u>1.00%</u>		<u>1.00%</u>
	\$	1,990,169.23		\$ 1,990,169.23
		<u>50.00%</u>		<u>20.90%</u>
	\$	995,084.61		\$ 415,945.37
2008 Assume Utility Data	\$	117,819.00	Assume Utility Data	\$ 117,819.00
Total Salary & Utility	\$	1,112,903.61	Total Salary & Utility	\$ 533,764.37

The summation of the four TIF categories shall be added together to equal the TIF "Total" achieved for each year. If the "Total" achieved is greater than or equals the "Total" amounts projected for each year, then no additional base rental shall be paid by the Government. Overages for all 4 categories shall be applied to the "Total" dollar amounts achieved for each year, except for overages caused by a percentage increase above 20.9% for the KC Super TIF. Below is an illustrative example of how overages shall be applied:

<u>Illustrative Example:</u>	<u>Year</u>		<u>KC, Jackson County TIF (A)</u>		<u>PILOTS (B)</u>		<u>KC Super TIF (C)</u>		<u>State TIF (D)</u>		<u>(A)+(B)+(C)+(D) = Total</u>
	2008	\$	1,112,903.61	\$	3,060,000.00	\$	533,764.37	\$	1,900,000.00	\$	6,606,667.98

In the example above, although PILOTS are lower, the KC/Jackson County TIF, KC Super TIF and the State TIF make up for the shortfall in PILOTS, and thus the \$6,602,934.78 "Total" is achieved and no additional base rental shall be paid by the Government.

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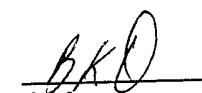
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EXHIBIT A
TAX INCREMENT FINANCING PROJECTIONS

In the event that the Government occupies the Leased space in phases, the Government projected TIF "Total" for each year that it occurs shall be pro-rated for time and square footage (see illustrative example below):

<u>Year</u>	<u>% Rentable Space Occupied (A)</u>	<u>% of Year Occupied (B)</u>	<u>Projected TIF Total (C)</u>	<u>New Projected TIF Total = (A) x (B) x (C)</u>
2007	67	50	\$ 6,522,141.00	\$ 2,184,917.24

Based on the example above, if 67 percent of the space is occupied for 50 percent of the year, then the new projected TIF "Total" of \$2,184,917.24 shall be used for determining if the Government is responsible for additional base rental payment.

In any year that the Government occupies space that is less than a full year, the projected TIF "Total" shall be pro-rated.

One (1) dollar per rentable square foot per annum is the maximum amount of additional base rental the Government may pay if the TIF "Total" amounts are not achieved.

The 2007 "Estimated Salary" was provided by the IRS.

The 2007 "Estimated Utility TIF" was provided by PRDC, LLC.

The "KC, Jackson County TIF" and the "KC Super TIF" projections have been escalated at 4% annually until year 15. The year 15 projections were then used for years 16 through 20.

The "PILOTS" and the "State TIF" projections were provided by PRDC, LLC. to GSA in the form of a 6/23/03 TIF Plan submittal to the Commission, these projections have been capped at the year 15 amounts. The year 15 amounts were used for years 16 through 20.

The TIF "Total" projections for each year are full year projections.

Upon the expiration of the State or Local TIF (including PILOTS) reimbursements to the Lessor, the TIF "Total" projections shall not apply, and therefore, no additional base rental shall be paid by the Government.

The Lessor shall provide all documentation upon the Government's request within 90 days.

Any TIF Economic Activity Tax revenue generated by IRS project related activities at the site and received by the Lessor for calendar year 2006 shall be credited to 2007 TIF "Total" achieved for measurement purposes. Credit for any 2006 TIF PILOTS revenue generated by real estate taxes shall begin on the date the first block of space is accepted as substantially complete by the Government and shall also be credited ratably to 2007 TIF "Total" achieved for measurement purposes.

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Exhibit B

LEASE SPECIFICATIONS

FOR

THE MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

THE GENERAL SERVICES ADMINISTRATION (GSA)

AND

THE UNITED STATES POSTAL SERVICE (USPS)

NAME: Brian K. Dunlay

TITLE: Contracting Officer

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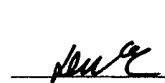



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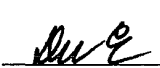
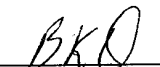
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1.0 SUMMARY

- A. For the purpose of this document, the word "Lessor" is defined as United States Postal Service (USPS) and permitted assigns, and the word "Lessee" shall be defined as the General Services Administration (GSA).
- B. The General Arrangement Drawings are attached to these Lease Specifications.

1.1 AMOUNT AND TYPE OF SPACE (SEP 2000)

- A. GSA shall lease a maximum of 1,140,000 rentable square feet of space. The General Arrangement Drawings, indicates the ANSI/BOMA Office Area and rentable areas. For purposes of these Lease specifications, the definition of ANSI/BOMA Office Area (previously Usable) square feet is in the "ANSI/BOMA Office Area Square Feet" paragraph in the MISCELLANEOUS paragraph of these Lease specifications.
- B. Unless otherwise noted, all references in these Lease specifications to square feet shall mean ANSI/BOMA Office Area square feet, and will be calculated as though it is single tenant.
- C. The Lessor shall be responsible for ensuring the Lessee has the right to place necessary security items, such as bollards, fence, guard shacks and gates on the City Parks and Recreation property. The Lessor shall also be responsible for ensuring that the Lessee shall have the right to access the space not owned by the Lessor through the drives shown on the General Arrangement Drawings.
- D. All requirements described in the Lease Specifications are a part of the Unadjusted Base Rental, except for Unadjusted Service Agreement Rent, which is described further in the Memorandum of Understanding, Lease Specifications and in the General Clauses.

1.2 UNIQUE REQUIREMENTS

- A. The Lessor shall provide a minimum of 3,800 parking spaces below the three on-site processing buildings for Lessee use only. These shall be accessible 24 hours per day, 365 days per year.

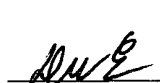
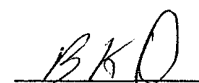
Additional parking spaces will be provided north of Pershing Road on the Union Station Complex in the newly constructed parking garage. In the Union Station parking garage, 1,100 parking spaces shall be for Lessee use only, 24 hours per day, from January 2 through June 15 of each year; 245 parking spaces shall be for Lessee use only, 24 hours per day, from June 16 through November 30 of each year; and 425 parking spaces shall be for Lessee use only, 24 hours per day, from December 1 through January 1 of each year. The Lessor may request in writing from the IRS permission to use IRS-designated parking spaces at Union Station that are not in use. IRS shall use its best efforts to respond within twenty-four hours after receipt of such request; however, failure by the IRS to respond to requests within 24 hours shall not be deemed approval of such requests. Only upon the written approval from the IRS shall Lessor utilize IRS-designated parking spaces. Any approval granted by the IRS shall not be deemed a waiver of the IRS parking rights hereunder, nor an approval for the future use of IRS-designated parking spaces. The Lessor or its permitted assignee hereby agrees to indemnify and hold the Lessee harmless from and against all liabilities, costs, damages and expenses arising from or related to Lessor or its assignees, guests or invitees use of said parking spaces. Lessor or its permitted assignee further hereby releases, acquits and forever discharges the Lessee from any and all liability, claims, actions, causes of action, demands, damages or suits whatsoever arising out of or related to Lessor or its assignees, guests or invitees use of said parking spaces.

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- B. All levels of parking shall have a minimum 7-foot high clearance. One full level of the parking shall have a minimum clearance of 8 feet, 2 inches to accommodate handicapped accessible vans. Each parking stall shall measure 8 feet, 6 inches x 18 feet, zero inches, minimum. The Lessor shall complete a traffic study for acceptable garage entry and exit times. Upon review of the study by the Lessee, adjustments to the parking garage may be needed. Any adjustments to the parking garage as a result of the study shall be considered a part of shell costs.
- C. A professionally finished tunnel shall be provided connecting the IRS facility to the Union Station property with access to additional Lessee space and the 1,100 parking spaces. The tunnel shall have moving walkways that function each way at all times, and are accessible during all hours.
- D. The warehouse building shall be a two-story space and provide for a 20-foot clear height to top of storage material. Accommodations for a future 2nd floor expansion shall be provided at the 2nd floor level and column bearing points.

1.3 LEASE TERM (SEP 2000)

- A. The lease term is for 15 years firm.
- B. The Lessee shall have the right to extend the term of this Lease as outlined in the General Clauses, Section 58, Renewal Option.

1.4 OCCUPANCY DATE (SEP 2000)

- A. See Paragraph 10 of the Memorandum of Understanding.

1.5 DRAWINGS



- A. All plans shall have been generated by a Computer Aided Design (CAD) program that is compatible with the latest release of AutoCAD, or as specified by the Contracting Officer. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Use layering standards as defined by the American Institute of Architects, with GSA provided CAD standards as shown at www.gsa.gov/cifm. Plans shall show the site, site improvements, parking and facilities with all major dimensions. Plans shall label, for all facilities, BOMA areas as mutually clarified.
- B. Plans of the space scaled at 1/16" = 1'-0" (preferred) or larger (five hard copies and two discs) shall be provided as follows:
 - 1. Photo static copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet these Lease specifications shall be indicated. If requested, more informative plans shall be provided within 30 days.
 - 2. Plans shall reflect corridors in place or the proposed corridor pattern for a typical full (single-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. The mechanical, janitor's closets, and restrooms shall be shown.
 - 3. The Lessee will review the corridors in place and/or proposed corridor pattern to make sure that these achieve an acceptable level of safety as well as to ensure that these corridors provide public access to all essential building elements. The Lessor will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions.
 - 4. The finishes of the building core areas shall be approved by the Contracting Officer.
 - 5. The General Arrangement Drawings shall include, at a minimum, the following:

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- a. A typical cross section of the processing wings.
 - b. A sketch of the tunnel including the walkways. If finishes are not included, they must be approved by the Contracting Officer.
 - c. Dimensions of all buildings.
 - d. Gross inside measure, rentable and usable square feet shaded on the drawings, and detailed on the drawing and on a spreadsheet. The guard shacks are part of the gross, rentable and usable square feet.
 - e. Indicate areas on the drawing that are raised floor and at what heights.
 - f. Elevations of on-site underground garages. In addition, each floor of each garage shall be shown with number of parking spaces.
 - g. Show fence, bollards, seating areas, benches, amenity areas, walking path, etc.
 - h. All items shown on the site plan shall be identified.
 - i. Dumpster locations should be shown.
 - j. Show and label emergency generator and other equipment or buildings.
 - k. Show streets and future property line (this must be accurate for real estate tax purposes).
 - l. Show ceilings and lighting locations.
6. Any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, etc., in order for the Lessee to perform a complete and adequate analysis of the property. Such information may also be requested by the Lessee, and in such circumstances, shall be submitted by the Lessor within 5 working days of the request.

1.6 BUILDING SHELL REQUIREMENTS (SEP 2000)


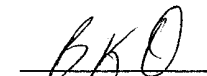
- A. The Lessor's buildout obligations in providing a building shell (at the Lessor's expense as part of Base Rent) shall include the following:
1. Base structure and building enclosure components shall be complete. A vapor retarder shall be installed in all new exterior wall systems. Where wall systems extend below grade, the exterior face of the wall shall be provided with vapor barrier (waterproofing membrane, sheet or liquid applied) applied to the surface and covered with protective board. All common areas accessible by the Lessee, such as lobbies, tunnels, fire egress corridors and stairwells, elevators, parking garages, access drives, grounds, landscaping and service areas (restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms), shall be complete. Restrooms, as depicted on the General Arrangement Drawings, shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements.
 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Lessee tenants in accordance with both the ADAAG and the UFAS and shall be installed and coordinated with Tenant Improvements. Refer to the "Accessibility" paragraph and other accessibility and seismic safety issues stated elsewhere in these Lease specifications.
 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles) throughout the Lessee-demised area and all common areas accessible to the Lessee shall be required in accordance with the "Ceilings" paragraph in the ARCHITECTURAL FINISHES

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paragraph of these Lease specifications, except no acoustical ceiling is required in the warehouse portion of the warehouse building. No acoustical ceiling is required in mechanical rooms. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements. Locations of acoustical ceilings are shown on the General Arrangement Drawings.

4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph in the ARCHITECTURAL FINISHES paragraph of these Lease specifications.
5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph in the ARCHITECTURAL FINISHES paragraph of these Lease specifications.
6. *Flooring.* All building areas described in Paragraph 1.6.A.1 above shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph in the ARCHITECTURAL FINISHES paragraph of these Lease specifications.
7. *Plumbing.* The Lessor shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell.
8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided in areas that have overhead ductwork.
9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 3.5 watts (W) per ANSI/BOMA Office Area square foot.
10. *Lighting.* Lighting as necessary shall be provided in accordance with the "Lighting" paragraph in the MECHANICAL, ELECTRICAL, PLUMBING paragraph of these Lease specifications.
11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with both the ADAAG and the UFAS. Where sprinklers are required in the Lessee-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. All electrical, including the connection, shall be provided for the outside fence gates.
14. The above improvements are described in more detail hereinafter in these Lease specifications, and in the General Arrangement Drawings. All requirements described in these Lease specifications, Paragraphs 1.0 through 11.13, and in the General Arrangement Drawings, are considered shell unless otherwise noted to be Tenant Improvements.

1.7 TENANT IMPROVEMENTS (SEP 2000)

- A. A Tenant Improvement Allowance of \$41,500,000 shall be provided and used for building out the Lessee-demised area in accordance with the Lessee-approved design intent drawings and Lease specifications. All Tenant Improvements required by the Lessee for occupancy shall be performed by the Lessor as part of the Unadjusted Base Rent, and all improvements shall meet the quality standards and requirements of these Lease specifications and GSA Form 3517, General Clauses.
- B. It is the Lessor's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING. See Paragraph 9 of these Lease specifications for further information on Tenant Improvements.

1.8 TENANT IMPROVEMENT RENTAL ADJUSTMENT (SEP 2000)

- A. All Tenant Improvements shall be identified after award of the contract in accordance with the provisions established in the "Design Intent Drawings" subparagraph in the "Construction Schedule of Tenant Improvements" paragraph in the MISCELLANEOUS paragraph of these Lease specifications.
 - 1. The Lessee, at its sole discretion, shall make all decisions as to the usage of the Tenant Improvement Allowance. The Lessee may use all or part of the Tenant Improvement Allowance. See General Clauses, Section 21. (b), for guidance when all of the Tenant Improvement Allowance is not used.
 - 2. If it is anticipated that the Lessee will spend more than the allowance identified above, the Lessee reserves the right to 1) reduce the Tenant Improvement requirements, 2) pay lump sum for the overage upon completion and acceptance of the improvements.
 - 3. Payment will not be made by the Lessee in instances where the Lessee accepts fixtures and/or other Tenant Improvements already in place.

1.9 ACCESSIBILITY FOR NEW CONSTRUCTION AND ALTERATION OF EXISTING SPACE (SEP 2000)

- A. Buildings to be constructed or altered shall meet the new construction requirements of both the most recent published "Americans With Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities" by the U.S. Architectural and Transportation Barriers Compliance Board (Code of Federal Regulations 36 CFR Part 1191, App. A) and the Uniform Federal Accessibility Standards (UFAS) (Federal Register vol. 49, No. 153, August 7, 1984, reissued as FED. STD. 795, dated April 1, 1988, and amended by Federal Property Management Regulations 41 CFR, Subpart 101-19.6, Appendix A., 54 FR 12628, March 28, 1989). Where standards conflict, the more stringent shall apply.


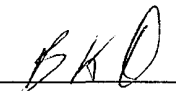
1.10 SEISMIC SAFETY (SEP 2000)

- A. If the Lessor proposes to satisfy the requirements of these Lease specifications through the construction of a new building or the construction of an addition to an existing building, then such new building or addition shall fully meet seismic safety standards, as described in paragraphs B and C immediately below.
- B. For those buildings or additions to buildings described in paragraph A above, the Lessor shall provide a written certification from a licensed structural engineer that the building(s) conforms to the seismic standards for new construction of the 2000 International Building Code (IBC).
- C. All design and engineering documents, including structural engineering calculations, shall be made available for review by the Lessee during design development to ensure compliance with seismic safety standards.

1.11 LABOR STANDARDS (SEP 2000)

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- A. If the Lessor proposes to satisfy the requirements of these Lease specifications through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Lessee will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Lessee's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to work performed in preparation for occupancy and use of the building by the Lessee. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: <http://www.arnet.gov/far/>. The Decision # to be followed is MO20030002, Dated 6-13-2003.

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6	Davis-Bacon Act
52.222-7	Withholding of Funds
52.222-8	Payrolls and Basic Records
52.222-9	Apprentices and Trainees
52.222-10	Compliance with Copeland Act Requirements
52.222-11	Subcontracts (Labor Standards)
52.222-12	Contract Termination-Debarment
52.222-13	Compliance with Davis-Bacon and Related Act Regulations
52.222-14	Disputes Concerning Labor Standards
52.222-15	Certification of Eligibility

1.12 NON-LESSOR LABOR

- A. The Lessee and its contractors shall have the right to access the space starting 8-months prior to scheduled occupancy for the purpose of installing telecommunication and data wiring, and/or other equipment and devices in preparation for Lessee's occupancy. The Lessee and its contractors shall have the right to access the space starting 4-months prior to scheduled occupancy, as detailed in MOU Paragraph 10.A., for the purposes of installing furniture in preparation for Lessee's occupancy, if the building is deemed substantially complete. Lessor shall coordinate with the Contracting Officer to ensure that the Lessee and its contractors have necessary union affiliations, training, and credentials to avoid disruption of other trades and work.
- B. Access to eight thousand (8,000) usable square feet of space and associated support space in the USPS building must be available no later than August 15, 2006, to house IRS provided information technology equipment in preparation for Lessee's occupancy. Beginning August 15, 2006, the Lessor shall provide vehicular access to the loading dock located in the warehouse building, and an accessible path from the loading dock, through the warehouse building, to the USPS building second floor freight elevator lobby. The USPS freight elevator must be operational from the second floor to the lower level freight elevator lobby to all components of the information technology areas (the 8,000 square feet mentioned in this paragraph). Lighting must be provided in all areas along these paths. Access to functioning restrooms and drinking fountains in the lower level must be provided.

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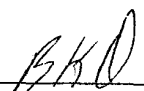
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3.0 MISCELLANEOUS

3.1 UNIT COSTS FOR ADJUSTMENTS

- A. No Unit Costs for Adjustments – negotiate as needed during occupancy.

3.2 SUBSEQUENT TENANT IMPROVEMENTS \$100,000 OR LESS (SEP 2000)

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form. The two sections from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment* (Deviation FAR 52.232-25), and 552.232-70, *Invoice Requirements*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders may be placed by the 1) Contracting Officer, 2) GSA Buildings Manager, or 3) Tenant Agency officials when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency will be made directly by the Tenant Agency placing the order.

3.3 TAXES


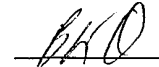
- A. General real estate taxes shall be paid as a pass-through in accordance with Paragraph 3.4 below. As referred to in this paragraph, general real estate taxes are only those taxes which are assessed against the building and/or the land upon which the building is located (see property line boundary on General Arrangement Drawings), without regard to benefit to the property, for the purpose of funding general government services. Included in Exhibit A to the MOU is an amount for real estate taxes and/or payment in lieu of real estate taxes ("PILOTS"). The Government agrees that so long as the Premises are eligible for tax increment financing, Lessee shall not appeal or otherwise challenge the assessed value of the increment in property tax value generated by construction of the Premises below the annual incremental value amount stated on Exhibit A until such time as the Lessor's initial bond indebtedness is fully amortized and paid or twenty (20) years, whichever is earlier.
- B. The Lessor shall furnish the Contracting Officer with copies of all notices which may affect the valuation of said land and buildings for real estate taxes and/or PILOTS thereon, as well as all notices of tax credits, all tax bills, and all paid tax receipts, or where tax receipts are not given, other similar evidence of payment acceptable to the Contracting Officer (hereinafter, evidence of payment), for each year that general real estate taxes are incurred during the lease term or any extension thereof. All such documents are due within sixty (60) calendar days of receipt from the taxing authority.
- C. The Government shall pay the actual amount of general real estate taxes and/or PILOTS as part of Service Agreement Rent for the years in which they occur.
- D. If the lease terminates before the end of a tax year, payment for the tax increase due as a result of this section for the tax year will be prorated based on the number of days that the Government occupied the space. No increase will be paid, due, or owing unless all evidence of valuation and payment has been previously submitted to the Contracting Officer. The Government's payment for its share of general real estate taxes and/or PILOTS shall not include any late charges, interest, or penalties imposed by the taxing authority as a result of the Lessor's delinquency in paying such taxes or charges.
- E. In the event of a decrease in general real estate taxes and/or PILOTS or in the event of any refund or tax deduction, the Lessor shall notify the Contracting Officer in accordance with paragraph B above.

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The Government shall be entitled to, and shall receive a credit for, all of the reduction in taxes applicable to the premises encumbered by this lease. The Government's credit shall be taken as a deduction from the Adjusted Service Agreement Rent. Any credit due the Government after the expiration or earlier termination of the lease (including, but not limited to, credits resulting from a decrease in taxes pursuant to a tax credit due the Lessor; a reduction in the tax assessment; or a tax appeal proceeding for a year of the lease, or portion thereof) shall be made by a lump sum payment to the Government or as an Adjusted Service Agreement Rent credit as determined by the Contracting Officer. The Lessor shall remit any lump sum payment to the Government within thirty (30) calendar days of payment by the taxing authority to the Lessor or the Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (United States Code 41 USC 611) that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this lease.


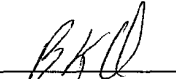
- F. The Government may direct the Lessor upon reasonable notice to initiate a tax appeal, or the Government may decide to contest the tax assessment on behalf of the Government and the Lessor or for the Government alone, but in no event shall any such appeal reduce the real estate taxes and/or payments in lieu of taxes below the amount stated on Exhibit A attached to the MOU. The Lessor shall furnish to the Government information necessary for appeal of the tax assessment in accordance with the filing requirements of the taxing authority. If the Government decides to contest the tax assessment on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate and use all reasonable efforts including, but not limited to, affirming the accuracy of the documents, executing documents required for any legal proceeding, and taking such other actions as may be required. If the Lessor initiates an appeal on behalf of the Government, the Government and the Lessor will enter into an agreement to establish a method for sharing expenses and tax savings.

3.4 SERVICE AGREEMENT RENT PASS-THROUGH

- A. For each lease year, the Lessee shall pay rent for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, insurance, Non-Capital Repairs and Replacements, general real estate taxes or payments in lieu of real estate taxes and Lessor management fees [those components identified, defined and hereinafter referred to as "Service Agreement Rent" pursuant to General Clause, Section 1, 552-270-4 - DEFINITIONS (Sep 1999)].
- B. In no event shall the sum of the Adjusted Base Rent as described in the MOU, adjusted SAR and any TIF revenue adjustment, as described in the MOU, exceed \$30.54 per rentable square foot for the first year of the Lease. In no event shall the unadjusted SAR exceed \$7.94 per rentable square foot the first year of the Lease.
- C. The estimated Service Agreement Rent for each subsequent lease year will be the actual, reasonable Service Agreement Rent for the previous lease year plus 2%. After the first lease year and each subsequent lease year, the Lessor shall, within 30 days, submit all necessary cost and pricing data to the Lessee in order to establish the actual, reasonable, allowable Service Agreement Rent costs for the previous lease year.
- D. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

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- E. After the first lease year and after every subsequent lease year, the Lessee shall, within 90 days from receipt of cost and pricing data from the Lessor, process as applicable a debit or credit in the amount of the difference between the estimated Service Agreement Rent paid to the Lessor by the Lessee for the previous year and the actual Service Agreement Rent costs of Lessor for that lease year (not to exceed \$7.94 per rentable square foot total for the first year, but may be less than \$7.94 the first year). The applicable debit or credit shall be processed as an annual lump sum adjustment to the Service Agreement Rent payment.

3.5 RENTABLE SPACE (SEP 2000)

- A. Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. See the General Arrangement Drawings for rentable area.

3.6 ANSI/BOMA OFFICE AREA SQUARE FEET (USABLE) (SEP 2000)

- A. For the purposes of these Lease specifications, the Lessee recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
- B. ANSI/BOMA Office Area square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ANSI/BOMA Office Area square feet shall be computed as if the deviation were not present. The General Arrangement Drawings depict usable and rentable areas.

3.7 COMMON AREA FACTOR (SEP 2000)

- A. The Common Area Factor shall be calculated by dividing the rentable square feet by the usable square feet. If the RSF on the General Arrangement Drawings is greater than 1,140,000 maximum allowable rentable square feet, then the 1,140,000 RSF shall be used for the calculation for the Common Area Factor. See the Memorandum of Understanding, Paragraph 14 for the agreed upon Common Area Factor to be used prior to full completion of the project.

3.8 APPURTENANT AREAS

- A. The right to use appurtenant areas and facilities is included. The Lessee reserves the right to post Lessee rules and regulations where the Lessee leases space.

3.9 LIQUIDATED DAMAGES, GSAR 552.270-15 (SEP 1999)

- A. See General Clauses, Section 50.

3.10 VENDING FACILITIES (SEP 2000)


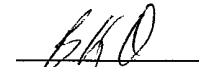
- A. Approximately 23,000 (approximately 16,500 for the cafeteria) square feet of the ANSI/BOMA Office Area space will be used for the operation of a full service cafeteria (as shown on the General Arrangement drawings) and vending facilities. With the exception of the cafeteria, the operation of

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vending facilities will be performed by the State of Missouri Business Enterprise Program under the provisions of the Randolph-Sheppard Act (34 CFR, Part 395 and United States Code 20 USC 107 et. seq.). The State of Missouri will control the number, kind, and locations of vending facilities and will control and receive income from all automatic vending machines. The Lessor is required to provide necessary utilities and to make related alterations using the same shell and tenant improvement designations applicable to the rest of the requirements.

- B. Landlord, as building manager, shall hire and contract with a food service management company to exclusively operate a full service cafeteria. All kitchen and serving area equipment necessary to facilitate a full service cafeteria shall be provided, installed and maintained by the vendor hired by the Lessor, and is not included in the Base Rent. The operations costs of the cafeteria vendor/operators shall not be included in the Service Agreement Rent. The Lessee will provide tables and chairs for the cafeteria seating area.
- C. Architectural Requirements
 - 1. Provide slab-to-slab partitions.
 - 2. Smooth, washable wall surfaces.
 - 3. Floors: Non-slip tile or quarry tile, static coefficient of friction of 0.6 or better.
 - 4. Washable non-perforated ceiling in food prep areas.
 - 5. Tenant improvements shall be approved by the Contracting Officer.
- D. The cafeteria shall serve breakfast and lunch year around (except weekends and federal holidays). For six months of the year, the cafeteria shall serve an evening meal. The GSA concessions study was provided for informational purposes to assist for planning of the cafeteria.

3.11 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (SEP 1999)

Not applicable.

3.12 RELOCATION ASSISTANCE ACT

- A. If the project will result in the displacement of individuals or businesses, the successful Lessor shall be responsible for payment of relocation costs for displaced persons in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and 49 CFR Part 24.

3.13 EVIDENCE OF CAPABILITY TO PERFORM (SEP 2000)

- A. AFTER AWARD - The Lessor shall provide to the Contracting Officer evidence of:
 - 1. Award of a construction contract for Tenant Improvements with a firm completion date.
 - 2. Issuance of a building permit covering construction of the improvements.

3.14 CONSTRUCTION SCHEDULE

- A. Within 30 days after award of the lease contract, the successful Lessor shall submit to the Contracting Officer a tentative construction schedule giving the dates on which the various phases of construction will be completed to coincide with the Lessee's required occupancy date. The finalized schedule shall be submitted no later than 60 days after award.
- B. The schedule shall include timing for completion of design and construction milestones including, but not limited to: 1) submittal of preliminary plans and specifications; 2) submittal of other working drawings; 3) issuance of a building permit; 4) completed construction documents; 5) start of

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construction; 6) completion of principal categories of work; 7) phased completion and availability for occupancy of each portion of the Lessee-demised area (by floor, block, or other appropriate category); and 8) final construction completion.

- C. Design Submissions: The design schedule shall allow for Lessee review of the design, including design/working/construction drawings, specifications, calculations, cost estimates and other supporting documentation. Lessor shall submit, for Lessee review, the design at 50%, 75%, 100% and revised 100% completion phases. The Lessor shall submit five printed copies and one electronic copy of the design.
- D. The Lessee shall review, accept, and approve the revised 100% construction drawings. Regardless of the Lessee's approval of the construction drawings, the Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of these Lease specifications. If the construction documents differ from the Lease specifications, then the Lessor must notify the Contracting Officer by written letter outlining the differing requirements and provide any additional information as requested by the Contracting Officer. Any change to the Lease specifications must be approved by the Contracting Officer. A Supplemental Lease Agreement shall be completed before proceeding with the change.

3.15 CONSTRUCTION SCHEDULE OF TENANT IMPROVEMENTS (SEP 2000)


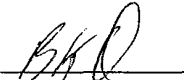
- A. The construction schedule shall commence upon lease award, unless otherwise expressly agreed by the Lessor and Lessee as stated in the lease document. The schedule shall be divided into six tasks for each phase. These are: 1) the generation of the design intent drawings; 2) the Lessee's approval of the design intent drawings; 3) the Lessor's generation of the Lessee's working/construction drawings; 4) the Lessee's review of the working/construction drawings; 5) the Lessor's construction of the subject leased area; and 6) the Lessee's acceptance of the Lessor's construction. Each of these tasks is detailed below. References to working days shall be based upon a 5-day work week (Monday through Friday, exclusive of federal holidays). References to "approval" shall mean such approval granted by the Contracting Officer. During the construction schedule, the Lessee may request regularly scheduled progress meetings, held in the Kansas City area, and request that the Lessor keep meeting minutes of discussion topics and attendance. During design and construction, the Lessor may discover instances where the Lessee's directives conflict. If a conflict arises, then the Lessor must notify the Contracting Officer by written letter outlining the differing requirements and provide any additional information as requested by the Contracting Officer. Any change to the Lease specifications must be approved by the Contracting Officer. A Supplemental Lease Agreement shall be completed before proceeding with any change.
- B. DESIGN INTENT DRAWINGS: The Lessor shall prepare and provide design intent drawings. This work shall be subcontracted to Jacobs Facilities, Inc. in accordance with their February 20, 2004 proposal to MC Lioness Realty Group, LLC., except that the schedule start date has passed and consequently the entire DID schedule is subject to revision, submitted in writing by the Lessor, to be approved by the Contracting Officer. The Lessee shall be provided a minimum of fifteen (15) working days to review and provide comments for the 60% and 95% submittals. A final submittal shall also be provided to and approved by the Contracting Officer. Upon approval of the design intent drawings by the Lessee, the Lessor shall submit an invoice to the Lessee for lump sum payment of \$440,241.36, the amount proposed in the Jacob Facilities, Inc. proposal, to be paid in accordance with Section 23 of the General Clauses. The design intent drawings shall detail the Tenant Improvements to be made by the Lessor within the Lessee-demised area. Design intent drawings, for the purposes of this lease, are defined as fully-dimensioned drawings of the leased space which include enough information to prepare construction drawings and shall consist of: 1) furniture locations, telephone and data outlet types and locations; 2) specifications necessary for calculation of electrical and HVAC loads; 3) all finish/color/signage selections; and 4) all other scope listed on the Jacobs Facilities, Inc. proposal. Design intent drawings shall be completed by October 1, 2004. General specifications

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necessary for calculation of electrical and HVAC loads, as depicted in the IRS program of requirements, will be provided to the Lessor by May 21, 2004.



- C. WORKING/CONSTRUCTION DRAWINGS: The Lessor shall prepare, out of the Tenant Improvement Allowance, final working/construction drawings for the improvements illustrated on the Lessee-approved design intent drawings. The working/construction drawings shall include all mechanical, electrical, plumbing, fire safety, lighting, structural, and architectural improvements scheduled for inclusion into the Lessee-demised area. Working/construction drawings shall also be annotated with all applicable specifications. The resulting product shall reflect requirements which are substantially the same as that specified by the Lessee-approved design intent drawings and shall incorporate neither extraneous additions nor deletions of requirements. The Lessor's working/construction drawings shall be due to the Lessee within 120 calendar days of the Lessee's approval of the design intent drawings. Working/construction drawings shall clearly identify 1) Tenant Improvements already in place and 2) the work to be done by the Lessor or others. The Lessee may also require at the time of submission of working/construction drawings that the Lessor submit a written price proposal along with adequate cost and pricing data for any costs or credits to the Lessee which are beyond the scope of the original Lease specifications and its attachments. Any work shown on the working/construction drawings which is building shell shall be clearly identified as such.
- D. REVIEW OF WORKING/CONSTRUCTION DRAWINGS: The Lessee retains the right to review, and request modifications (if necessary) to, the Lessor's working/construction drawings prior to the Lessor's commencement of interior construction. The Lessee's review of the working/construction drawings is limited to the working/construction drawings' conformance to the specific requirements of the Lease specifications and to the approved design intent drawings. On board reviews shall be held at the designers' offices at 60% and 95% completion of the drawings. On board reviews will include members of the GSA and IRS project teams, and Lessor representatives, including the design team, able to answer questions on the drawings. The Lessee shall perform all reviews of the 100% working/construction drawings within 30 calendar days of receipt of such from the Lessor. Should the Lessee require that modifications be made to the Lessor's working/construction drawings, the Lessee shall state such in writing to the Lessor, and the Lessor shall have 30 calendar days to cure all noted defects before returning the working/construction drawings to the Lessee for a subsequent review. Upon complete Lessee review for conformance of the working/construction drawings to the design intent drawings, A NOTICE TO PROCEED SHALL BE TRANSMITTED TO THE LESSOR, and the Lessor shall obtain the necessary permits and shall commence construction of the space. Notwithstanding the Lessee's review of the working/construction drawings, the Lessor is solely responsible and liable for the technical accuracy of the working/construction drawings in meeting all requirements and provisions of the lease and the Lessee-approved design intent drawings.

Review of HVAC calculations: The Lessee retains the right to review the Lessor's working input and output HVAC data including Outdoor Air Calculations for the spaces designed. The Lessee shall review the input and output data within 60 working days of receipt of such from the Lessor. Should the Lessee require that modifications be made to the Lessor's data the Lessee shall state such in writing to the Lessor. Changes, if required, should be noted for review by the Lessee in the Lessor's next submission.

- E. CONSTRUCTION OF TENANT IMPROVEMENTS: The Lessor shall construct all Tenant Improvements in accordance with 1) the Lessee reviewed working/construction drawings and 2) all terms and conditions of the Lease specifications. The Lessor shall complete Tenant Improvements per the construction schedule approved by the Contracting Officer. The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Lessee within 15 days of issuance of the notice to proceed. Such schedule shall also indicate the dates available for the Lessee contractors to install telephone/data lines or equipment. The Lessee reserves the right to access any space within the building during the conduct of interior construction for the purposes of performing inspections or for installing Lessee-furnished equipment. The Lessee shall coordinate with the Lessor the activity of Lessee contractors in order to minimize conflicts with, and disruption to,

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other contractors on site. Access shall not be denied to authorized Lessee officials including, but not limited to, Lessee contractors, subcontractors, or consultants acting on behalf of the Lessee with regard to this project.

- F. ACCEPTANCE OF SPACE: The Lessor shall substantially complete the space in segments not less than 10,000 square feet. The Contracting Officer shall inspect the space when given written notice by the Lessor. The Contracting Officer shall either accept or reject the space as substantially complete as measured against the "substantially complete" benchmarks contained in the in Section 1(s) of the General Clauses, subject to completion of minor punch list items. Should the Lessee reject the Lessor's space as not substantially complete, the Lessor shall immediately undertake remedial action and, when ready, issue a written notice to re-inspect to the Contracting Officer.
1. Substantial Completion of between 10,000 and 40,000 square feet of space: Upon written notice to the Contracting Officer that the Lessor has substantially completed more than 10,000 square feet but less than 40,000 square feet of space, the Contracting Officer or a designated representative shall inspect the space. The Contracting Officer shall have ten (10) business/working days from receipt of the written notice to complete such inspection and accept or reject the space as substantially complete.
 2. Substantial Completion of more than 40,000 but less than 100,000 square feet of space: Upon written notice to the Contracting Officer that the Lessor has substantially completed more than 40,000 square feet of space but less than 100,000 square feet, the Contracting Officer or a designated representative shall inspect the space. The Contracting Officer shall have fifteen (15) business/working days from receipt of written notice to complete such inspection and accept or reject the space as substantially complete.
 3. Substantial Completion of 100,000 or more square feet of space: Upon written notice to the Contracting Officer that the Lessor has substantially completed 100,000 or more square feet of space, the Contracting Officer or designated representative shall inspect the space. The Contracting Officer shall have twenty (20) business/working days from receipt of written notice to complete such inspection and accept or reject the space as substantially complete.
 4. Acceptance of Space shall be in accordance with Section 20 of the General Clauses.
 5. The time frames designated in 1., 2, and 3. directly above refer to space that is completed in sequential blocks. If more than one block is designated as complete and ready for inspection, then the total square footage will be considered when designating the time allowed for inspection of the space.

G. RENT COMMENCEMENT: See the MOU.

H. LEASE COMMENCEMENT: See the MOU.

3.16 PROGRESS REPORTS (SEP 2000)

- A. After start of construction, at the Lessee's discretion, the Lessor shall submit to the Contracting Officer, written progress reports at intervals of 30 days. Each report shall include information as to 1) percentage of the work completed by phase and trade; 2) a statement as to expected completion and occupancy date; 3) changes introduced into the work; and 4) general remarks on such items as material shortages, strikes, weather, etc. In addition, at the Lessee's discretion, the Lessor shall conduct weekly meetings, to be held in the Kansas City area, to brief Lessee personnel and/or contractors regarding the progress of design and construction of the Lessee-demised area. Such meetings shall be held at a location to be designated by the Lessee.



3.17 CONSTRUCTION INSPECTIONS

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- A. Construction inspections will be made periodically by the Contracting Officer and/or designated technical representatives to review compliance with the Lease specifications requirements and the final working drawings.
- B. Periodic reviews, tests, and inspections by the Lessee are not to be interpreted as resulting in any approval of the Lessor's apparent progress toward meeting the Lessee's objectives but are intended to discover any information which the Contracting Officer may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain completely responsible for designing, constructing, operating, and maintaining the building in full accordance with the requirements of the Lease specifications.

3.18 HVAC COMMISSIONING

- A. Commission all HVAC systems in accordance with ASHRAE Guideline 1.
- B. The commissioning agent shall be independent from the General Contractor.

3.19 LEED CERTIFICATION



- A. Certify the project in accordance with the leadership in energy and environmental design (LEED) Green Building Rating System of the U.S. Green Building Council.
- B. Design and construct the facility to meet or exceed the requirements of a LEED Certified Level Rating.
- C. A principal participant of the General Contractor's project team shall be a LEED Accredited Professional.
- D. During construction, a working copy of the LEED submittal shall be kept on-site and available for Lessee review.

3.20 BUILDING CODES

- A. Unless the Lease Specifications state otherwise, the City of Kansas City, Missouri Building Codes, or other applicable codes, as adopted, shall apply.

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4.0 GENERAL ARCHITECTURE

4.1 QUALITY AND APPEARANCE OF BUILDING EXTERIOR (SEP 2000)

- A. The space offered shall be located in a modern office building with a facade of precast concrete or other materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class restoration or adaptive reuse for office space with modern conveniences. If the restoration work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.
- B. The roof shall be provided as follows:
1. Services of a roofing consultant are encouraged for specifications of the roofing system, design of roofing details, and inspections of completed roofing system. Coordinate roof color and reflectance with sustainable design as detailed in the LEEDS Rating System.
 2. Roof Drainage: Dead level roofs are not permitted. Provide a minimum slope to roof drain of 1:50 of roofing surfaces. Provide scuppers or overflow drains. The roof shall be fully waterproof to an elevation 6 inches higher than the bottom elevation of the scupper or overflow inlet. Roof drains shall not be located above ADP areas.
 3. Roof Access: Permanent access shall be provided to roofs and roof mounted equipment requiring maintenance. Walkways shall be provided on the roof and where the walkways are close to a vertical drop of 12 inches or more, they shall be provided with 43 inches high guards to prevent falling.
 4. Roof mounted equipment shall be held to an absolute minimum. No roof mounted equipment shall be located over ADP spaces. Provide 43 inches high guards where roof mounted equipment is located within 122 inches of a 31-inch or higher vertical drop.
- C. Louvers shall be aluminum extruded with ASTM B 221 alloy with fixed, drainable type blades. Provide bird screen at all exterior louvers.

4.2 SATELLITE DISH

- A. The Lessee will install a Satellite Dish on the roof. A Lessee vendor will be responsible for the moving and installation of the dish. The dish is mounted on a frame, which is a non-permanent weighted roof mount. A through roof pathway will be required for cabling and electrical service. The Lessee may have future requirements to install microwave dishes. The existing satellite dish as well as any future equipment shall remain the property of the Lessee. The Lessee shall assume all costs of erection and installation. The Lessee shall notify the Lessor of specific placement plans prior to installation. Satellite size, weight and placement shall be coordinated with and concurred by the Lessor.

4.3 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the leased space, or to be removed from the leased space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Lessee in the Lease specifications. In the absence of definitive quality standards, the Lessor shall ensure that the quality

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of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.

- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Lessee will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Lessee will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

4.4 INDOOR AIR QUALITY DURING CONSTRUCTION (SEP 2000)

- A. The Lessor shall provide to the Lessee material safety data sheets (MSDS) upon request for the following products prior to their installation or use: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, and janitorial cleaning products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. A final flush-out period of 48 hours to 72 hours shall be provided before occupancy. The Lessor shall ventilate with 100 percent outside air at the recommended air change rate during installation of materials and finishes. Refer to the latest edition of American Society of Heating, Refrigerating, and Air Conditioning Engineers, Inc. ANSI/(ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality*. If outside air would cause unacceptable inside temperature levels, humidity levels, and/or air quality, an alternate ventilation plan may be submitted to the Contracting Officer for approval.

4.5 WORK PERFORMANCE (SEP 2000)

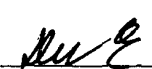

- A. All work in performance outlined in this lease shall be done by skilled workers or mechanics and shall be in accordance with the lease and the construction drawings. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Lessee or private contracts.

4.6 BUILDING SYSTEMS (JAN 1997)

- A. One time, after completion, the Lessor shall furnish at no cost to GSA a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

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4.7 SPACE EFFICIENCY (SEP 2000)

- A. The design of the space offered shall be conducive to efficient layout and good utilization as mutually determined by the Lessee and Lessor.

4.8 CAD AS-BUILT FLOOR PLANS (SEP 2000)

- A. Within 90 days after occupancy, Computer-Aided Design (CAD) files of as-built floor plans showing the space under agreement, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD, or as specified by the Contracting Officer. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

4.9 STRUCTURAL REQUIREMENTS

A. DESIGN APPROACH

The Government Lessee generally occupies its buildings much longer than private sector owners. Accordingly, a higher level of durability and serviceability is required for all systems. In terms of structural design, this has resulted in more stringent requirements than those stipulated in model building codes; the floor load capacity requirement is an example. During the life span of a typical Federal building, many minor and major alterations are necessary as the missions of Government agencies and departments' change. The capability to accommodate alterations must be incorporated into the building from the outset. In some cases structural systems should be designed to provide some leeway for increase in load concentrations in the future. They should also be designed to facilitate future alterations, e.g., the cutting of openings for new vertical elements, such as piping, conduit and ductwork.

B. CODES AND STANDARDS

The following FEMA Guidelines shall be incorporated into the structural design for all projects involving new facilities:

1. Recommended Seismic Design Criteria for New Steel Moment-Frame Buildings (FEMA 350).
2. Recommended Specifications and Quality Assurance Guidelines for Steel Moment Frame Construction for Seismic Applications (FEMA 353).
3. Information on specifying and purchasing recycled content products can be found on the Internet at www.epa.gov/cpg.

C. DESIGN LOADS

LIVE LOADS All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip where required by code and as required by tenant agency as determined by the Contracting Officer, and 3) acceptable to the Contracting Officer. Under floor surfaces shall be smooth and level. Office areas shall be designed for a minimum uniform live load of 80 pounds per square foot per ANSI/BOMA Office Area square foot. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Lessee, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

D. DEAD LOADS

The actual weights of the material included in the building. Refer to the building codes, IBC, for dead load requirements.

E. EQUIPMENT AND SPECIAL LOADS – TENANT IMPROVEMENT FOR ADDITIONAL LOAD

High density filing and shelving: The requirement is for a total area not to exceed 10,800 square feet. The construction documents shall show the locations of these areas and state the design capacity of the supporting structure. The structure shall be designed for the actual weight of equipment and the medium. (paper, magnetic tape, etc.). Obtain the data for the system from the manufacturer of the equipment. The weight of the media and the equipment shall be distributed only on the footprint of the equipment. No load shall be distributed over areas under ramps or platforms that are part of the equipment but do not support the media.

F. TELECOMMUNICATION CLOSETS

Use 80 pounds per square foot minimum distributed live load capacity, which exceeds the minimum live load capacity stated in EIA/TIA Standard 569, standard part 7.2.3 of 2.4 kPa (50 pounds per square foot). Verify if any equipment will be used that exceeds this floor load requirement

G. EQUIPMENT ROOMS FOR TELECOMMUNICATION EQUIPMENT

Floor load capacity of telecommunication equipment rooms shall be sufficient to bear both the distributed and concentrated load of installed equipment, but not less than 150 pounds per square foot.

H. MECHANICAL ROOMS

The floors shall be designed for 150 pounds per square foot or the actual load, whichever, is greater.

I. COMPUTER ROOMS AND FILING AREAS

The floors shall be designed for a live load of 80 pounds per square foot or the actual load, whichever, is greater. For filing areas see paragraph, F. EQUIPMENT AND SPECIAL LOADS, above.

J. STRUCTURAL SYSTEMS, MATERIALS AND MATERIAL STRENGTHS

The design team is ultimately responsible for providing a system that meets the design and performance criteria in its entirety as contained in different paragraphs of these Lease specifications.

1. WOOD FRAMING

Wood framing shall not be used to support or resist any gravity or lateral loads.

2. THERMAL LOADS:

The Developer/AE shall calculate thermal loads per Federal Construction Council's Technical Report No. 65, Expansion Joints in Buildings.

3. CONCRETE STRENGTH

Use, at a minimum, normal weight concrete with a 28-day cylinder compressive strength of 4000 psi. Use ASTM C-150, Type 1 Cement unless Type V, sulfate resistant cement or any other type of cement is deemed necessary.

4. REINFORCING STEEL

Reinforcing bars shall be new deformed billet steel conforming to ASTM A615 designation as applicable in accordance with the requirements of ACI 318.

5. WELDED WIRE FABRIC

Welded wire fabric for composite floor and/or roof construction shall conform to ASTM A185 and shall be supplied in flat sheets.

6. PRE-STRESSING STEEL

If pre-stressing steel is used for the project, it shall be stress relieved seven- (7) wire strand, having a guaranteed minimum ultimate strength of 1,861,585 kPa and conforming to ASTM A416.

7. STRUCTURAL STEEL

Structural Steel: Structural steel materials shall conform to the material section (A3) in the specification section of the AISC "Manual of Steel Construction".

8. OPEN WEB STEEL JOIST AND JOIST GIRDERS

Joists and joist girders shall conform to the Steel Joist Institute as required for the designated spans and loads.

9. STEEL CONNECTIONS

Bolted connections shall be standard AISC bolted connections utilizing ASTM A325 or ASTM A490 high strength bolts, with load indicating devices where required by design.

10. WELDED CONNECTIONS

Welded connections shall conform to AWS using E70XX welding electrodes.

11. STEEL DECK

Galvanized Roof steel deck shall be manufactured from steel conforming to ASTM Designation A653 Structural Quality, having a minimum yield strength of 230 MPA, galvanized in conformance to ASTM A924 with minimum coating of G60 as defined in ASTM A653. Painted roof deck shall be manufactured from steel conforming to ASTM A611, having minimum yield strength of 230 MPA.

12. FLOOR COMPOSITE STEEL DECK

Floor composite steel deck shall be manufactured from steel conforming to ASTM Designation ASTM A653 Structural Quality, having a minimum yield strength of 230 MPA. Floor steel deck units shall be galvanized in conformance to ASTM A924 with minimum coating of G60 as defined in ASTM A653.

K. ADDITIONAL PROVISIONS

1. FLOOR VIBRATION

All the areas to be used as office space shall be designed with a combination of length and minimum stiffness that will not cause vibration beyond the "slightly perceptible" portion of the "Modified Reiher-Meister Scale" or an equivalent vibration perception/acceptance criterion. This criteria does not apply to the garage.

2. BUILDING MATERIALS

All building materials and types acceptable under the model International Building Code are allowed. However, special consideration should be given to materials which have inherent ductility and which are better able to respond to load reversals (i.e., cast in place reinforced concrete and steel construction). Careful detailing is required for material such as prestressed concrete, pre-cast concrete, and masonry to adequately respond to the design loads.

3. GEOTECHNICAL/SOILS ENGINEERING SERVICES

The services of a registered soils engineer acceptable to GSA shall be obtained to investigate the site and prepare a geotechnical/soils report; the soils engineer's services shall be provided at all stages of the project as needed. Copies of the report shall be submitted to GSA for review and comment.

4. FOUNDATION INSPECTION SERVICES

A qualified engineer must provide services as required by local building codes.

5. ANCHORAGE OF NON-STRUCTURAL ELEMENTS

All nonstructural elements, components and equipment located within a building or on the site must be anchored as required by IBC.

6. PROCUREMENT OF INDEPENDENT TESTING LABORATORY TESTING

The services of an independent testing laboratory for materials testing and review of data shall be obtained.

7. SITE VISITATION

The A/E shall visit the project site at selected strategic phases of the construction to observe the quality of construction, and it's conformance to Construction Documents. These written project site observations must be made available to all pertinent parties for reference and use.

8. INSPECTION REPORTS AND TESTING

All inspection reports, testing programs, test results, mill certificates and record of inspections shall be maintained and made available to all pertinent parties for information, review, and comments at all times.

9. ALTERATIONS TO HISTORIC BUILDINGS

The Lessor will comply with Historic Preservation Guidelines as established by the United States Secretary of Interior Standards for the Restoration and Rehabilitation of Historic Properties. In the event the requirements of the Lease specifications are known or suspected to conflict with these Guidelines, the Lessor shall notify the Lessee of the conflict and the Lessor and Lessee shall work together to find a mutually agreeable and acceptable alternative.

4.10 EXITS AND ACCESS (SEP 1991)

A. Vestibules shall be provided at public entrances and exits wherever conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure. All entrance areas require a mat system to prevent dirt and moisture from accumulating on the entrance lobby floor.

B. Egress stairs that also serve as communicating stairs shall be 5 feet minimum.

4.11 WINDOWS (SEP 2000)

A. Office space shall have windows as depicted on the General Arrangement Drawings.

B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened shall be fitted with a sturdy locking device.

4.12 ACCESSIBILITY (SEP 2000)

- A. The building, occupied space, and areas serving the occupied space shall be accessible to persons with disabilities in accordance with both the "Americans With Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities" by the U.S. Architectural and Transportation Barriers Compliance Board (36 CFR Part 1191, App. A) and the UFAS (41 CFR Part 101-19.6, App. A). Where standards conflict, the more stringent shall apply.


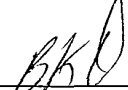
4.13 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, www.epa.gov/cpg.
- D. The Contracting Officer shall approve the landscaping to be provided. The parties understand the final landscaping drawings may differ from the requirements listed in this paragraph, however all changes must be approved by the Contracting Officer.
- E. Provide an asphalt walking trail around the perimeter of the site. Provide bicycle racks, outdoor seating, trash containers, etc., as well as other items depicted on the General Arrangement Drawings.
- F. An irrigation system shall be provided with automatic controls to allow for scheduling of watering times for late night and early morning to reduce water losses due to evaporation unless waived by the contracting officer.
- G. As part of the Tenant Improvement Allowance, provide a black (or other contracting officer approved color) wrought iron, or wrought iron style, fence, gates to the fence and bollards as depicted on the General Arrangement Drawings.
- H. Provide 50' hardscape area next to Pershing Road adjacent to the existing Post Office building property consisting of:
1. Concrete paving – 30%
 2. Brick Paving – 60%
 3. Double Row of trees in tree wells.
 4. Benches
 5. Bollards at 4' 0" O.C. at the Pershing street line (Tenant Improvement).
 6. Include a water feature appropriate for the design of the entry plaza.
 7. Provide an ADA accessible entrance to the first floor level of main entrance of the USPS building, on the north side.
- I. The existing USPS building shall have green space of 50 feet or greater west of the existing post office building along Pershing Road. Irrigation shall be included.

- J. Site – Green space of heavily landscaped areas of trees, lawn shrubs and ground covers. Irrigation shall be included.
- K. Site - The internal courtyards' primary functions are to serve as outdoor break areas and to provide internal circulation between buildings. These courtyards shall include the following:
1. Brick paver patio areas and pathways between buildings – 30% of the internal area.
 2. Green space of heavily landscaped areas of trees, lawn, shrubs and ground covers – 70% of the internal area.
 3. Outdoor furniture – Tables, chairs, benches, ashtrays etc.
 4. Shaded sitting areas within hardscape areas consisting of canopies, trellises, etc. for 20 percent of paved area.
- L. Provide additional landscaping requirements as depicted on the General Arrangement Drawings.

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5.0 ARCHITECTURAL FINISHES

5.1 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (SEP 2000)

- A. The Lessor shall use environmentally preferable products and materials where economically feasible. Environmentally preferable products have a lesser or reduced effect on human health and the environment when compared to other products and services that serve the same purpose.
- B. Refer to EPA's environmentally preferable products web site, www.epa.gov/opptintr/epp. In general, environmentally preferable products and materials do one or more of the following:
 - 1. contain recycled material, are biobased, or have other positive environmental attributes;
 - 2. minimize the consumption of resources, energy, or water;
 - 3. prevent the creation of solid waste, air pollution, or water pollution; and
 - 4. promote the use of non-toxic substances and avoid toxic materials or processes.

5.2 LAYOUT, FINISHES, AND COLORBOARDS (SEP 2000)

- A. All building finishes shall be for first class, modern space.
- B. The Lessor shall consult with the Contracting Officer prior to developing 3 color boards per building to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and vinyl flooring. Additional samples of portions of the color boards may be requested. All samples provided shall be in compliance with specifications set forth elsewhere in these Lease specifications. Required color boards shall be provided within 30 working days of the request for such by the Contracting Officer. The color boards shall be approved by GSA prior to installation. Upon receipt of the color board(s), a selection of one color board per building shall be made by the Lessee within 30 working days. No substitutes may be made by the Lessor after the color boards are selected. After the color boards are selected, four copies of the selected schemes will be provided to the Lessee.

5.3 WOOD PRODUCTS (SEP 2000)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States web site (www.fscus.org/) or the Certified Forest Products Council web site (www.certifiedwood.org/).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site:
 - 1. www.certifiedwood.org/Resources/CITES/CITESContent.html.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.

5.4 ADHESIVES AND SEALANTS (SEP 2000)


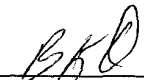
- A. All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer

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of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals.

5.5 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2000)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578-91.

5.6 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 9 feet above the finished floor, including raised flooring, and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. The open atrium area of the former USPS building, the warehouse building and portions of the processing center wings may exceed the 12 feet, 0 inches maximum. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Lessee-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Lessee for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Lessee-demised area prior to the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during alterations, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the alterations.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 - 1. *Restrooms.* Plaster, pointed and taped gypsum board or moisture resistant lay in tile.
 - 2. *Offices and Conference Rooms.* Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer.
 - 3. *Corridors and Eating/Galley Areas.* Plaster or pointed and taped gypsum board or mineral acoustical tile.

5.7 WALL COVERINGS (SEP 2000)

A. BUILDING SHELL:

Physical Requirements.


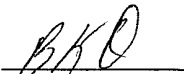
- 1. Prior to occupancy, all restrooms within the building common areas of Lessee-occupied floors shall have 1) ceramic tile in splash areas and 2) vinyl wall covering not less than 13 ounces per square yard as specified in Federal Specification (FS) CCC-W-408C on remaining wall areas or an equivalent pre-approved by the Contracting Officer.

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2. Prior to occupancy, all elevator areas which access the Lessee-demised area and hallways accessing the Lessee-demised area shall be covered with vinyl wall coverings not less than 22 ounces per square yard as specified in FS CCC-W-408C or an equivalent pre-approved by the Contracting Officer.

B. SERVICE AGREEMENT RENT:

Replacement. All wall covering shall be maintained in good condition and repair, reasonable wear and tear excepted, for the life of the lease. Wall covering shall be replaced or repaired by the Lessor as part of the Service Agreement Rent any time during the Lessee's occupancy if it is torn, peeling or permanently stained; the ceramic tile in the restrooms shall be replaced or repaired if it is loose, chipped, broken, or permanently discolored. All repair and replacement work shall be done after working hours. Work includes moving and returning of furnishings. For the first year of the lease only, per the official commencement date for the facility, repairs required due to the intentional negligence of the Lessee shall be completed up to \$5,700, after which any additional costs will be borne by the Lessee.

C. TENANT IMPROVEMENT INFORMATION:

In the event the Lessee chooses to install wall covering as part of the Tenant Improvement Allowance, the minimum standard is established as vinyl or polyolefin commercial wall covering weighing not less than 13 ounces per square yard as specified in FS CCC-W-408C or equivalent. The finish shall be pre-approved by the Contracting Officer.

5.8 PAINTING (SEP 2000)

A. BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Lessee-demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted periodically as requested by the Lessee. Public areas are defined as those areas open to the members of the public at any time, entrance lobbies, elevator lobbies, public restrooms, and common areas.

B. TENANT IMPROVEMENT INFORMATION:

1. Prior to occupancy, all surfaces within the Lessee-demised area which are designated by the Lessee for painting shall be newly finished in colors acceptable to the Lessee.
2. Where feasible, reprocessed or consolidated latex paint with zero or low VOC shall be used in accordance with EPA's CPG on all painted surfaces. The type of paint shall be acceptable to the Contracting Officer. The Lessor shall follow the manufacturer's recommendations for the application and maintenance of all paint products.

C. SERVICE AGREEMENT RENT

Painted surfaces shall be repainted by the Lessor, as part of the Service Agreement Rent, including the moving and returning of furnishings, any time during the occupancy by the Lessee if it is peeling or permanently stained, except where damaged due to the negligence of the Lessee. All work shall be done after normal working hours as defined elsewhere in these Lease specifications.

5.9 DOORS: EXTERIOR (SEP 2000)

A. BUILDING SHELL:

1. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner that prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" wide x 80" high (per leaf). Doors shall be of heavy duty flush hollow steel construction. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.
3. Main entrances shall have push button, automatic door openers.
4. Overhead coiling doors with electric operators shall be provided and installed for the warehouse and dock areas. Sizes will be determined by the Contracting Officer.

5.10 DOORS: SUITE ENTRY (SEP 2000)

- A. TENANT IMPROVEMENT INFORMATION: Suite entry doors shall be provided as part of the Tenant Improvements at the Lessee's expense and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid-core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable by a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, finished with a semi-gloss oil based paint finish. Provide metal-clad doors and frames between IRS mailrooms and interior of facility.

5.11 DOORS: INTERIOR (SEP 2000)

- A. TENANT IMPROVEMENT INFORMATION: Doors within the Lessee-demised area shall be provided as part of the Tenant Improvements at the Lessee's expense and shall have a minimum clear opening of 32" wide x 80" high. Doors shall meet the requirements of being a flush, solid-core, wood door with a natural wood veneer face or an equivalent pre-approved by the Contracting Officer. Hollow core wood doors are not acceptable. They shall be operable with a single effort and shall be in accordance with *National Building Code* requirements. Doors shall be installed in a metal frame assembly, primed and finished with a low VOC semi-gloss oil based paint with no formaldehyde.

5.12 DOORS: HARDWARE (SEP 2000)

- A. BUILDING SHELL: Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.
- B. TENANT IMPROVEMENT INFORMATION: Doors shall have door handles or door pulls with heavy-weight hinges. All doors shall have corresponding door stops (wall- or floor-mounted) and silencers. All door entrances leading into the Lessee-demised area from public corridors and exterior doors shall have automatic door closers. Doors designated by the Lessee shall be equipped with 5-pin, tumbler cylinder locks, and strike plates. All locks shall be master keyed. The Lessee shall be furnished with at least two master keys for each lock.

5.13 DOORS: IDENTIFICATION (SEP 2000)

- A. BUILDING SHELL: All signage required in common areas unrelated to tenant identification shall be provided and installed at the Lessor's expense.
- B. TENANT IMPROVEMENT INFORMATION: Door identification shall be installed in approved locations adjacent to office entrances as part of the Tenant Improvement Allowance. The form of door identification shall be approved by the Contracting Officer.

5.14 PARTITIONS: GENERAL (SEP 2000)

- A. BUILDING SHELL: Partitions in elevator lobbies, main corridors and other high traffic areas shall be sheetrock covered with durable vinyl wall covering, or an equivalent pre-approved by the Contracting Officer.

5.15 PARTITIONS: PERMANENT (SEP 2000)

- A. BUILDING SHELL: Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor at the Lessor's expense as necessary to surround the Lessee-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by National Fire Protection Association (NFPA) Standard 101, *Life Safety Code*.

5.16 PARTITIONS: SUBDIVIDING (SEP 2000)

- A. BUILDING SHELL: Any demolition of existing improvements which is necessary to satisfy the Lessee's layout shall be done at the Lessor's expense.
- B. TENANT IMPROVEMENT INFORMATION:
1. Office subdividing partitions shall comply with applicable building codes and local requirements and shall be provided at the expense of the Lessee. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Lessee as identified in the design intent drawings. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84).
 2. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
 3. Partitioning requirements may be met with existing partitions if they meet the Lessee's standards and layout requirements.

5.17 FLOOR COVERING AND PERIMETERS (SEP 2000 AMENDED)

- A. BUILDING SHELL:
1. Design must be coordinated with the State Historic Preservation Officer.
 2. Primary entrances and lobbies. Floors shall be marble, granite, terrazzo, ceramic tile or an equivalent pre-approved by the Contracting Officer.
 3. Secondary entrances, elevator lobbies and primary interior corridors. Floors shall be marble, granite, terrazzo, ceramic tile, or an equivalent pre-approved by the Contracting Officer.
 4. Telecommunications rooms. Floors shall be hard raised flooring, or an equivalent pre-approved by the Contracting Officer.

5. Toilet and Service areas. Floors shall be resinous seamless flooring or an equivalent pre-approved by the Contracting Officer. Ceramic tiles will not be used for any restroom floor.
6. Partitions. Base shall be wood, rubber, vinyl, marble, carpet base, or an equivalent pre-approved by the Contracting Officer.
7. The entire warehouse building and loading dock floors shall be sealed concrete.
8. The tunnel floor will be a durable material, such as stained concrete, approved by the Contracting Officer.
9. All floors shall be raised access, minimum height 18 inches above slab (except where otherwise noted), with floor plenum air distribution. Provide, as a minimum, one terminal air distribution device per person. Pedestals shall be capable of supporting a 2250 kg load without permanent deformation of any part. Pedestal assemblies adhered to subfloor shall be capable, without panel or stringers in place, of resisting a 113 Nm overturning moment without failure of adhesive or failure of any part of the pedestal. Stringers and lifting tools shall be of the bolted type and capable, without panels in place, of supporting a concentrated load of 180 kg over 645 square mm area at the center of span with a permanent set not to exceed 0.010 max. Provide lifting tools for the floor tiles, 1 per every 100 sm. Lifting tools to be located in cabinets adjacent to all fire extinguishers. Provide, for future use, 1% uncut spare panels of each type, or a minimum of 10 spare perforated panels with adjustable dampers. The raised floor system shall be grounded as specified in NFPA 70, National Electrical Code, current edition. Unless otherwise noted, the finish of the elevated floor system shall be 3mm high pressure laminate. All elevated floor systems shall level adjacent office and/or corridor floors. Cut outs shall be provided as necessary for the computer and other electronic equipment cables. Each access opening shall be fitted with the floor manufacturer's sleeve to cover all cut edges. Cut outs shall be reinforced to maintain full floor load capacity. Other raised flooring requirements are as follows:

1. Existing Post Office building (General Office areas for all floors including the basement), guard area and testing area across the tunnel

Raised floor in these areas to be a stringerless screwed down welded steel cementitious filled bare panels ready for carpet tiles. The raised floor access system in the described areas will meet at a minimum the following strengths when tested per CISC standardized test methods for the testing of Access Floor systems

- Minimum height – 2.5" to 8"
 - (the Lessee will decide the height at a later date)
- Ultimate load rating - 3750 lbs
- Life cycle: (10,000 pass) rolling load rating - 800 lbs
- Concentrated load rating - 1250 lbs


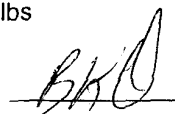
2. Main access aisle ways in the existing Post Office building

Raised floor to be a bolted stringer understructure system with welded steel cementitious filled panels with a factory applied rubber tile surface. The raised floor access system in the described areas will meet at a minimum the following strengths when tested per CISC standardized test methods for the testing of Access Floor systems

- Minimum height – 2.5" to 8"
 - (the Lessee will decide the height at a later date)
- Ultimate load rating - 5000 lbs
- Life cycle: (10,000 pass) rolling load rating - 1000 lbs

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- Concentrated load rating - 1500 lbs

3. New Processing building - General Office areas on the 1st floor of the new wings

Raised floor to be a bolted stringer, understructure system with welded steel panels with a static control factory applied high pressure laminate covering. Panel edge trim to be an integral part of the high pressure laminate. Panels with an edge trim that is a separate component are to be bid as an alternate. The raised floor access system in the described areas will meet at a minimum the following strengths when tested per CISCA standardized test methods for the testing of Access Floor systems

- Ultimate load rating - 3800 lbs
- Life cycle: (10,000 pass) rolling load rating - 500 lbs
- Concentrated load rating - 1250 lbs

4. Main Access aisle ways new Processing building 1st floor

Raised floor to be a bolted stringer, understructure system with welded steel cementitious filled panels with a static control factory applied high pressure laminate covering, laminate color to be different color than general office area so as to designate aisle ways. Panel edge trim to be an integral part of the high pressure laminate. Panels with an edge trim that is a separate component are to be bid as an alternate. The raised floor access system in the described areas will meet at a minimum, the following strengths when tested per CISCA standardized test methods for the testing of Access Floor systems

- Ultimate load rating - 5750 lbs
- Life cycle: (10,000 pass) rolling load rating - 1250 lbs
- Concentrated load rating - 2000 lbs

5. MDF, Print room and Server room areas

Raised floor to be a bolted stringer, understructure system with welded steel panels with a static control factory applied Computer grade high pressure laminate covering. Panel edge trim to be an integral part of the high pressure laminate. Panels with an edge trim that is a separate component are to be bid as an alternate. The raised floor access system in the described areas will meet at a minimum the following strengths when tested per CISCA standardized test methods for the testing of Access Floor systems

- Ultimate load rating - 3800 lbs
- Life cycle: (10,000 pass) rolling load rating - 500 lbs
- Concentrated load rating - 1250 lbs

B. CARPET – REPAIR OR REPLACEMENT – SERVICE AGREEMENT RENT:


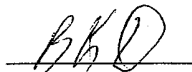
1. The Lessor shall repair or replace carpet at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture;
 - c. tears and tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in these Lease specifications.
3. For the first year of the lease only, per the official commencement date for the facility, repairs

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required due to the intentional negligence of the Lessee shall be completed up to \$1,140, after which any additional costs will be borne by the Lessee.

C. RESILIENT FLOORING – REPAIR OR REPLACEMENT – SERVICE AGREEMENT RENT:

1. The Lessor shall repair or replace resilient flooring at any time during the lease term when it has curls, upturned edges, or other noticeable variations in texture.
1. Repair or replacement shall include the moving and returning of furnishings. Work shall be performed after normal working hours as defined elsewhere in these Lease specifications.
2. For the first year of the lease only, repairs required due to the intentional negligence of the Lessee shall be completed up to \$1,140, after which any additional costs will be borne by the Lessee.

D. TENANT IMPROVEMENT INFORMATION:

1. Floor covering shall be either carpet or resilient flooring, as specified in the Lessee's design intent drawings. Floor perimeters at partitions shall have wood, rubber, vinyl, carpet base, or an equivalent pre-approved by the Contracting Officer.
2. If the Lessee requires restrooms and/or shower rooms in the Lessee-demised BOMA Office Area (usable), floor covering shall be resilient flooring approved by the Contracting Officer.

E. INSTALLATION: Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

5.18 CARPET TILE (SEP 2000)

A. Any carpet to be newly installed shall meet the following specifications:



1. *Pile Yarn Content.* Pile yarn content shall be staple filament or continuous filament branded by a fiber producer (e.g., Allied, DuPont, Monsanto, BASF), soil-hiding nylon or polyethylene terephthalate (PET) resin.
2. *Environmental Requirements.* The Lessor shall use carpet that meets the "Green Label" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer.
3. *Carpet Pile Construction.* Carpet pile construction shall be tufted level loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 26 ounces per square yard for level loop and cut pile. Pile weight shall be a minimum of 32 ounces per square yard for plush and twist.
5. *Secondary Back.* The secondary back shall be polyvinyl chloride, ethylene vinyl acetate, polyurethane, polyethylene, bitumen, or olefinic hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 130 ounces per square yard.
7. *Density.* The density shall be 100 percent nylon (loop and cut pile) with a minimum of 4,000; other fibers, including blends and combinations with a minimum of 4,500.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the pile, cushion, and backing height shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Carpet shall be conductive static dissipative with an electrical resistance from surface to ground of 1.0 X 10 to the 5 minimum, 1.0 X 10 to the 8 maximum when tested in accordance with ESD/ANSI S7.1.
10. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.

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11. Approximately 1 percent extra carpet tile shall be provided.

5.19 ACOUSTICAL REQUIREMENTS (SEP 2000)

A. BUILDING SHELL:

1. *Reverberation Control.* Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control.* Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation.* Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336: TENANT IMPROVEMENT
 - a. Conference rooms -- NIC 40
 - b. Offices -- NIC 35

5.20 WINDOW COVERINGS (SEP 2000)

A. TENANT IMPROVEMENT INFORMATION:


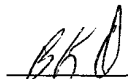
1. *Window Blinds.* All exterior windows shall be equipped with window blinds in good condition and repair reasonable wear and tear excepted, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds or horizontal blinds with aluminum slats of 1-inch width or less or an equivalent pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.
2. *Draperies.* If draperies are required, the following minimum specifications shall apply:
 - a. Fabrics shall be lined with either white or off-white plain lining fabric suited to the drapery fabric weight. Draperies shall be either floor-, apron-, or sill-length, as specified by the Lessee, and shall be wide enough to cover window and trim. Draperies shall be hung with drapery hooks on well-anchored heavy duty traverse rods. Traverse rods shall draw from either the center, right, or left side.
 - b. Construction. Any draperies to be newly installed, shall be made as follows:
 - i. fullness of 100 percent, including overlap, side hems, and necessary returns;
 - ii. double headings of 4 inches turned over a 4-inch permanently finished stiffener;
 - iii. doubled side hems of 1-1/2 inches; 4-inch doubled and blind stitched bottom hems;
 - iv. three-fold pinch pleats;
 - v. safety stitched intermediate seams;
 - vi. matched patterns;
 - vii. tacked corners; and
 - viii. no raw edges or exposed seams.

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- c. Use of existing draperies must be approved by the Contracting Officer.

5.21 BUILDING DIRECTORY (SEP 2000)

- A. BUILDING SHELL: Provide a directory in the building main entrances listing public areas, Government agency(ies) and divisions. A maximum of \$4,000 is allotted for the directory(ies). They must be acceptable to the Contracting Officer.

5.22 FLAG POLE (SEP 2000 AMENDED)

- A. BUILDING SHELL: Provide a minimum 100-foot lighted flag pole at a location to be approved by the Contracting Officer. The U.S. flag will be provided by the Lessor. The flag should be of durable construction, a minimum size of 20 feet x 30 feet.

6.0 MECHANICAL, ELECTRICAL, PLUMBING

6.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL

- A. BUILDING SHELL: The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space. B, C and D below are shell.
- B. Building Automation Control. Provide a Building Automation Control (BAC) system with graphical interface to optimize facility energy usage. Monitor all major energy systems, including primary electric, emergency power, uninterruptible power, and lighting. Monitor and control all HVAC systems, including chillers, fans, VAV controllers, and thermostats. Implement demand limiting and load shedding of chillers and other HVAC equipment that exceeds 5 horsepower. Provide uninterruptible power to the entire BAC system. Provide the Lessee real-time access via a secure Internet connection to remotely monitor all points within the BAC system using a web browser.
- C. Vertical Clearances. Equipment rooms generally shall have clear ceiling heights of not less than 12 feet. Catwalks shall be provided for all equipment that cannot be maintained from floor level. Where 6-month or more frequent maintenance requires the lifting of heavy parts (200 pounds or more), hoists shall be installed.
- D. Horizontal Clearances. Equipment rooms shall be laid out with clear circulation aisles and adequate access to all equipment. This includes providing adequate space for removal of coils, fan shafts, boiler and chiller tubes, filters, motors, switchgear & transformers. The design shall consider the routing of major equipment components to allow for their replacement at some future date, should it be required. Clearances shall be adequate to remove and reinstall equipment, including any existing building passageways and openings through which equipment may have to pass.

6.2 LIFE CYCLE COST

- A. The quality and energy efficiency of equipment and components shall meet or exceed accepted industry or trade standards for the first quality commercial grade applications.
- B. The existing USPS building chillers will remain and modified, if necessary, to meet the requirements of the Lease specifications.

6.3 DRINKING FOUNTAINS (SEP 2000)

- A. BUILDING SHELL: The Lessor shall provide, on each floor of office space, a minimum of one chilled drinking fountain within every 150 feet, 0 inches of travel distance.

6.4 TOILET ROOMS (SEP 2000)

- A. BUILDING SHELL:
 - 1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Lessee in the building. The facilities shall be located per the General Arrangement Drawings. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.
 - 2. Each main toilet room shall contain the following equipment:
 - a. a mirror above the lavatory;
 - b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;

- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle for each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser in each water closet stall; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area; counter should be of a durable acrylic solid surface.

B. All toilet partitions and urinal screens must be ceiling hung. They should be finished steel or similarly durable construction. Plastic laminate toilet partitions are not permitted.

6.5 TOILET ROOMS: FIXTURE SCHEDULE

A. BUILDING SHELL:

- 1. The toilet quantities shall be per the General Arrangement Drawings attached to these Lease specifications.
- 2. Hands free operation. Water closets, urinals and faucets shall use infrared or similar sensing technology for hands free operation.
- 3. Design requirements:
 - a. Water closets shall not use more than 1.6 gallons per flush.
 - b. Urinals shall not use more than 1.0 gallons per flush.
 - c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

6.6 JANITOR CLOSETS (SEP 2000)

A. BUILDING SHELL: Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors of each building. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

6.7 HEATING AND AIR CONDITIONING (SEP 2000 AMENDED)

A. BUILDING SHELL:

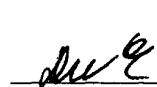

- 1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease.
- 2. Systems and equipment sizing shall be based on the Outside Design Temperatures in accordance with ASHRAE Fundamentals Weather Table as follows;
 - a. Winter design conditions shall be based on 99.6% dry bulb temperature.

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- b. Summer design condition shall be based on the 0.4% dry bulb temperature with the corresponding mean coincident wet-bulb temperature.
 3. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
 4. *Equipment Performance.* Temperature control for office spaces shall be assured by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
 5. *HVAC Use During Construction.* Permanent HVAC air handling systems and equipment may not be used until rough-in construction (except for areas determined to need HVAC for historic preservation purposes) of the associated spaces is completed. During construction of finishes, minimum allowable conditions for HVAC use are:
 - a. a complete air filtration system with minimum 60 percent efficiency filters installed and properly maintained; and,
 - b. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants.
 6. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Lessee occupancy to avoid contamination from construction dust and other airborne particulates.
 7. *Insulation.* All insulation shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
 8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- B. TENANT IMPROVEMENT INFORMATION: Individual thermostat control shall be provided for office space with control areas not to exceed 2,000 ANSI/BOMA Office Area square feet. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Concealed package air conditioning equipment shall be provided to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited from use.


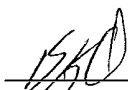
6.8 VENTILATION (SEP 2000 AMENDED)

- A. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62, *Ventilation for Acceptable Indoor Air Quality*.
- B. Provide active direct digital control of ventilation air quantities.
- C. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall be 30 percent to 35 percent efficient. Final filters shall be 80 percent to 85 percent efficient for particles at 3 microns.
- D. Provide an automatic air or water economizer cycle to all air handling equipment. However, economizer cycle shall not be provided for dedicated systems not serviced from the central air handling units.

6.9 VENTILATION: TOILET ROOMS (DEC 1993)

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A. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.

6.10 ELECTRICAL: GENERAL

A. BUILDING SHELL:

1. Main service facilities shall be enclosed. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits. Primary power shall be buried in PVC conduit encased in concrete.
2. The Lessor shall provide, install and maintain a complete lightning protection system on the building. The system shall include roof mounted air terminals, interconnecting conductors, proper downleads to the ground, appropriate ground terminations and bonding of other grounded building systems that will comply with the current edition of the National Fire Protection Associations Lightning Code No. 780.
3. Electric power shall be from two separate circuits from the utility company. Power shall enter the site at underground locations. Provide main switchgear with automatic transfer equipment for use of power from either circuit. Primary switchgear is shell.

B. TENANT IMPROVEMENT:

The incremental on-site cost to provide main power from a second utility company circuit will be considered a tenant improvement.

6.11 ELECTRICAL: DISTRIBUTION (SEP 2000 AMENDED)

A. BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with main breakers and copper or aluminum buses that are properly rated to provide the calculated fault currents. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with ground, 60 hertz service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Lessee-demised area fall below 3.5 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.

B. TENANT IMPROVEMENT INFORMATION:

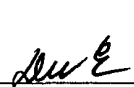
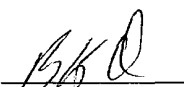
1. All electrical outlets within the Lessee-demised area shall be installed by the Lessor at the expense of the Lessee in accordance with the design intent drawings. All electrical outlets shall be installed in accordance with NFPA Standard 70, or local code, whichever is more stringent. One house power circuit and one ADP equipment circuit per 200 square feet, electric service is required.
2. Telephone and data wiring shall be installed by the Lessee contractor and not by the Lessor.
3. All tenant outlets shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. Where raised access floor is used, Lessor shall provide flush access floor boxes or grommets for hard wiring.

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4. The Lessor shall ensure that outlets and associated wiring (for electricity, voice, and data) to the workstation(s) shall be safely concealed in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Contracting Officer. In any case, cable on the floor surface shall be minimized.
5. Power panels serving circuits designed for electronic loads shall have in addition to the requirements in 6.11.A.1, the following;
 - a. Isolated ground bus,
 - b. 2 @ 100% neutral buses, and
 - c. Transient Voltage Surge Suppression.
 - d. TIA/EIA-606 Administration Standard For The Commercial Telecommunications Infrastructure.

6.12 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

A. BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Lessee occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have locking door(s) fitted with an automatic door-closer.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
 - e. TIA/EIA-606 Administration Standard For The Commercial Telecommunications Infrastructure.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.
4. Lessor shall provide cable tray between the MDF room and the telephone rooms.

- B. TENANT IMPROVEMENT INFORMATION:** Telecommunications floor or wall outlets shall be provided as required. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission

medium may require special conduit, inner duct, or shielding as specified by the Lessee.

6.13 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (SEP 2000)

A. BUILDING SHELL:

1. The Lessee reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Lessee may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed. The Lessee has the right to access the space 8 months prior to occupancy for the purpose of installing telecommunication and data wiring. The Lessee will coordinate the installation with the Lessor's construction schedule.
2. The Lessor shall allow the Lessee's designated telecommunications providers access to utilize existing building wiring to connect its services to the Lessee's space. If the existing building wiring is insufficient to handle the transmission requirements of the Lessee's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Lessee's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Lessee's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.
4. The Lessor shall allow the Lessee's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Lessee's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.
5. Antennae sizes, weights and placements shall be coordinated with and concurred by the Lessor.

- B. TENANT IMPROVEMENT INFORMATION: Should the Lessee's security requirements require sealed conduit to house the telecommunications transmission medium, the Lessor shall provide such conduit at the expense of the Lessee.

6.14 DATA DISTRIBUTION (SEP 2000)

- A. TENANT IMPROVEMENT INFORMATION: The Lessee shall at its expense be responsible for purchasing and installing data cable. The Lessor shall ensure that data outlets and the associated wiring used to transmit data to workstations shall be safely concealed in floor ducts, walls, columns, or below access flooring. The Lessor shall provide outlets, which shall include rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder-type cable trays to insure that Lessee-provided cable does not come into contact with suspended ceilings.

6.15 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (SEP 2000 AMENDED)

A. TENANT IMPROVEMENT INFORMATION:

1. The Lessor shall provide as part of the Tenant Improvement Allowance separate data, telephone, and electric junction boxes for the base feed connections to Lessee-provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain a 10-wire feed consisting of 2 general-purpose 120-V circuits with 1 neutral, 1 safety ground wire and 2 phase wires and two 120-V isolated-ground circuits each with 1 phase wire, 1 neutral, and 1 isolated ground wire. A

20-ampere circuit that serves systems furniture shall have no more than 8 general-purpose receptacles or 4 isolated-ground "computer" receptacles. Other 20-ampere circuits shall serve not more than 8 receptacles.

2. The Lessee shall at its expense be responsible for purchasing and installing data and telecommunications cable. Lessor shall provide data and telephone raceways and junction boxes roughed-in to accessible areas, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs above suspended ceilings, the Lessor shall provide ladder-type cable trays.
3. The Lessor shall furnish and install suitably sized junction boxes in the vicinity of the "feeding points" of the furniture panels. All "feeding points" shall be shown on Lessee-approved design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
4. Power poles shall not be used unless approved by the Contracting Officer.

The Lessor's electrical contractor shall connect power poles or base feeds in the junction boxes to the furniture electrical system. The Lessor shall cooperate with other Lessee contractors who will install systems furniture, test pre-wired receptacles in the systems furniture, install data cable in the furniture panels for the terminal and printer locations, install the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits.

6.16 ADDITIONAL ELECTRICAL CONTROLS

- A. No more than 1,000 square feet of office may be controlled by one switch or automatic light control for all space on the Lessee meter, either through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

6.17 ELEVATORS (SEP 2000)

- A. The Lessor shall provide suitable passenger and freight elevator service to any Lessee-demised area not having ground level access. Service shall be available 24 hours per day, each day of the year. No more than one elevator in a group or bank of elevators shall be down for repairs or unscheduled interruptions at any given time during normal working hours. One passenger and one freight or service elevator per building (one service elevator for the three processing wings and two freight elevators for the Post Office) shall be available at all times for Lessee use. The freight or service elevators shall be accessible to the loading areas. When possible, the Lessee shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Lessee's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.

Passenger elevators should be grouped in banks of at least two for efficiency. Elevator groups of four or more should be separated into two banks opposite each other for maximum efficiency in passenger loading and minimum hall call notification for accessibility under requirements of UFAS/ADA. The elevators shall be provided as shown on the General Arrangement Drawings. The passenger elevators shall have a weight capacity of 4,000 pounds minimum.

All occupied areas must be served by at least one passenger elevator. Areas of future expansion must be anticipated as well as future configuration of existing spaces, to ensure all areas are provided elevator service in the future.

The use of more than one freight or service elevator will provide better freight service for the tenants as well as provide redundancy for normal maintenance and during times when repair work is

conducted. A service elevator is defined as a passenger/freight elevator designed specifically to carry both passengers and freight. Service elevators shall be provided with pads to protect the interior wall surfaces of the cab. A minimum ceiling height of 2700mm (9 feet) is required in service elevator cabs and shall have a minimum weight capacity of 5000 pounds. The freight elevators shall have a minimum weight capacity of 8000 pounds. Freight elevators shall have ceiling height of not less than 3700mm (12 feet).

If forklifts or powered hand trucks are used in the loading and unloading of freight elevators, then the freight elevators shall be designed to handle this type of industrial truck loading. Freight elevators shall have vertical bi parting doors with automatic sequence opening and closing.

Where equipment penthouses are provided, freight or service elevators should provide access to that level.

Security or specific purpose features such as keys, locks, card readers or coded key- pads, shall be taken into consideration based on the need for such features per the tenant's security requirements.

Elevator machine rooms shall be cooled to 85 degrees F. maximum.

The Lessor must hire an elevator consultant to perform objective studies of the existing elevators and the proposal of the new elevators. The existing elevators shall be modernized and brought up to present day code requirements. Modernization shall consist of new state of the art elevator systems. Consultant shall recommend the extent of modernization and to what degree the existing elevator equipment should be retained or replaced to significantly improve the elevator service. Average interval is defined as the calculated time between departures of elevators from the main lobby during the a.m. up-peak period. Calculated intervals during the up-peak period should not exceed 30 seconds for a typical elevator bank.


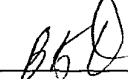
Handling capacity is defined as the number of persons the elevator system must move in any given 5-minute period of up-peak traffic used to measure average interval. The Lessor shall provide elevator service designed for a 16 percent handling capacity. The anticipated elevator population shall be calculated based on the usable floor area of the building and a factor of 14 m2 (150ft2) per person. It shall be assumed that 8 to 10 percent of the resulting population would not require elevator service during the peak periods. If the building design requires two or more elevator banks, the population calculation results shall be apportioned by functional layout of the building. These divisions shall then be assigned to the appropriate elevator banks. For this purpose an "elevator bank" is defined as a group of adjacent or opposite elevators that function under a common operational system.

Separate calculations must be made for freight or service (combination of passenger and freight) elevator traffic. For service to parking levels in the building, a separate analysis with recommended departure intervals should be prepared for the elevators connecting parking levels with the office floors.

- B. CODE: Elevators shall conform to the current edition of the American Society of Mechanical Engineers ANSI/(ASME) A17.1, *Safety Code for Elevators and Escalators*. Elevator lobby smoke detectors shall not activate the building fire alarm system but shall signal the fire department or central station services and capture the elevators. The elevator shall be inspected and maintained in accordance with the current edition of the ANSI/ASME A17.2, *Inspectors' Manual for Elevators*. All elevators shall meet both the ADAAG and the UFAS requirements. The elevator cabs shall have an audible and visual signal to notify the passengers of automatic recall.
- C. SAFETY SYSTEMS: Communication Systems: The elevators shall be equipped with a "push to call" telephone system to provide two-way emergency communication. Telephones shall not require voice communication, and shall be contained in a flush mounted cabinet with instructions for use. System shall transmit voice and visual display communication to and from constantly attended response location that provides 24 hour per day monitoring service.

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- D. SPEED: The passenger elevators shall have a capacity to transport in 5 minutes, 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 30 seconds. Minimum speed requirement for hydraulic elevators is 2.1 feet per second. Minimum speed requirement for gearless traction elevators is 8.3 feet per second.
- E. INTERIOR FINISHES: Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer. Materials shall be installed on removable panels or other replaceable devices to facilitate maintenance and renewal of finishes. Passenger elevator ceilings shall be replaceable. In passenger elevators recessed downlights or indirect fixtures should be used.

Freight elevator doors shall be vertical bi parting. Finishes for freight elevators shall be very durable and easy to clean. Flooring shall be checkered aluminum. Ceiling light fixtures must be recessed and protected from possible damage.

- F. ELEVATOR MAINTENANCE: Lessor shall provide full maintenance service for the elevators upon completion of all elevator construction and modernization. Skilled competent employees of the elevator trade shall perform the maintenance service. Include monthly and or semi-monthly preventive maintenance. Include repair/replacement of worn or defective parts or components and lubrication, cleaning and adjusting as required for proper elevator operation. Include 24 hour/day, 7days/week emergency callback service. Regular call back service shall consist of responding within one (1) hour to requests from the Lessor or designated representative by telephone or other means during the hours of 8:00 a.m. thru 4:00 p.m., Monday thru Friday, Government holidays included. Emergency call back consists of promptly responding within one (1) hour or less to requests from the Lessor or designated representative by telephone or other means for emergency service at any hour other than 8:00 a.m. thru 4:00 p.m.

Lessor shall provide routine and periodic elevator safety inspections and tests in accordance with the ASME A17.1, including monthly testing of Firefighters' Service operation. All inspections and tests shall be witnessed by a QEI certified elevator inspector.

6.18 LIGHTING


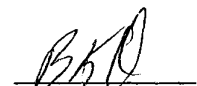
- A. BUILDING SHELL: The Lessor shall provide interior lighting, as part of the building shell cost, in accordance with the following:
1. Provide T5 HL indirect lighting for standard interior lighting. Other interior lighting shall be deep-cell parabolic louver 2'-0" wide x 4'-0" long or 2'-0" wide x 2'-0" long (or building standard that meets or exceeds this standard) fluorescent lighting fixtures with energy-efficient lamps (T8 or better) and electronic ballasts. Such fixtures shall produce 50 average maintained foot-candles at working surface height throughout workspaces, 20 foot-candles in corridors, and 5 foot-candles in other non-working areas.
 2. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have a minimum of 2 foot-candles of illumination and shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Exterior lighting near entrances shall have a minimum 2 foot-candles illumination. Exterior lighting and indoor parking shall be sufficient to accommodate security monitoring (i.e., closed circuit television camera). Indoor parking shall have a minimum of 5 foot-candles and shall be designed based on IESNA standards. Exterior light circuits shall be controlled by photocell and a seven-day timer switch to include both all-night and part-night lighting circuits.
 3. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied.

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Daylight dimming controls shall be used in atriums or other space where daylight can contribute to energy savings.

4. Lighting shall be controlled by occupancy sensors arranged to control open areas, individual offices, conference rooms, toilet rooms within the Lessee-demised area, and all other programmed spaces or rooms within the leased space. The control system shall provide an optimal mix of infrared and ultrasonic sensors suitable for the configuration and type of space. Occupancy sensors shall be located so that they have a clear view of the room or area they are monitoring. No more than 1,000 ANSI/BOMA Office Area square feet of open space shall be controlled by occupancy sensor. All wall mounted occupancy sensors shall have manual switches to override the light control. Such switches shall be located by door openings in accordance with both the ADAAG and the UFAS.

B. TENANT IMPROVEMENT: Exterior lighting near entrances shall be served from emergency power.

6.19 EMERGENCY GENERATOR

A. BUILDING SHELL:

Emergency generator minimum capacity shall include code required loads.

6.20 UPS SYSTEM

A. TENANT IMPROVEMENT:

Provide an uninterruptible power supply (UPS) system with N+1 equipment redundancy. Minimum capacity shall include:

1. PBX (MDF) Room equipment,
2. File Server Room equipment, and
3. IDF Room equipment.
4. SCRIPS room
5. RPS rooms
6. Security Console shall be wired to the UPS system.

6.21 PAGING SYSTEM AND WHITE SOUND – TENANT IMPROVEMENT

A. PAGING SYSTEM

Provide a paging system that serves the entire facility.

B. WHITE SOUND

White sound system shall be provided in the Post Office Building and on the mezzanines in the three Submission Processing wings.

6.22 PLUMBING

- A. Domestic hot water shall be circulated so that "hot" faucets shall have warm water flow within 10 seconds of being turned on.
- B. Floor Drains shall have deep seal traps.
- C. Deck and courtyard drains shall have removable heel proof grates.
- D. Roof drains and piping shall be insulated to prevent condensation.

7.0 SERVICES, UTILITIES, MAINTENANCE

7.1 SERVICES, UTILITIES, MAINTENANCE: GENERAL

- A. Services, utilities and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have a building superintendent available on-site during normal business hours and as needed if emergency situations arise.
- B. The Lessee will not pay Service Agreement Rent/operating costs for the Union Station off-site garage.

7.2 NORMAL HOURS

- A. Services, utilities and maintenance shall be provided daily to include 20.5 hours per day except Saturdays, Sundays, and federal holidays. However, for the three processing wings depicted on the General Arrangement Drawings, services shall be provided seven days a week, 24 hours per day, for six months of the year, as designated by the Lessee.
- B. The Lessee shall have access to the leased space at all times without additional payment including the use during other than normal hours of necessary services and utilities such as elevators, toilets, lights, heating and air-conditioning and electric power.

7.3 UTILITIES (SEP 2000)

- A. The Lessor shall obtain a statement from a registered professional engineer stating that all HVAC, plumbing, and other energy-intensive building systems can operate under the control conditions stated in these Lease specifications. The statement shall also identify all building systems which do not conform to the system performance values, including the "recommended" or "suggested" values of ANSI/ASHRAE Standard 90.1, *Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings*, or more restrictive state/local codes.
- B. The Lessor shall provide separate meters for utilities. The Lessor shall furnish in writing to the Contracting Officer, prior to occupancy by the Lessee, a record of the meter numbers and verification that the meters measure Lessee usage only. Proration is not permissible. In addition, an automatic control system shall be provided to assure compliance with heating and air conditioning requirements. Refer to the MECHANICAL, ELECTRICAL, PLUMBING paragraph of these Lease specifications.

7.4 BUILDING OPERATING PLAN

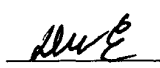

- A. The Lessor shall submit a building operating plan. Such plan shall include a schedule of startup and shutdown times for operation of each building system, such as lighting, HVAC, and plumbing which is necessary for the operation of the building. Such plan shall be in operation on the effective date of the lease.

7.5 JANITORIAL SERVICES (SEP 2000)

- A. Cleaning shall be performed during tenant working hours (two shifts of cleaning) for all office and related space, with the exception of the three processing wings indicated on the General Arrangement Drawings, which will require a second shift cleaning Monday through Friday from January through May and from the period March through May will include one weekend cleaning. The processing center operation will only require one cleaning shift daily outside the above stated periods.
- B. SELECTION OF CLEANING PRODUCTS: The Lessor shall make careful selection of janitorial cleaning products and equipment to:
 - 1. use products that are packaged ecologically;

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2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found at

<http://pub.fss.gsa.gov/enviro/clean-prod-catalog.html>.

- C. **SELECTION OF PAPER PRODUCTS:** The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.
- D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
1. *Daily.* Empty trash receptacles, and clean ashtrays. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Clean all glass and mirrors in the restrooms. Spot clean doors, walls and partitions in restrooms. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Lessee-demised area. The floor mats shall be vacuumed daily. Spot clean all walls and doors to remove stains (within 70" of the floor). Materials in recycling containers shall be removed and placed in an area designated by COR. Recyclable materials shall not be mixed with trash.
 2. *Three Times a Week.* Sweep or vacuum stairs. Clean portals or access control systems to include floor, tracks, and glass.
 3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
 4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
 5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
 6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
 7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
 8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
 9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs, clean all surfaces above 70 inches and shampoo carpets in all offices and other non-public areas
 10. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.

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11. As Required. Properly maintain plants and lawns. Remove snow and ice from entrances, exterior walks, and parking lots of the building. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Control pests as appropriate, using Integrated Pest Management techniques.
12. Warehouse space (approximately 70,000 square feet) – Remove trash and sweep all exposed floor surfaces weekly. Damp mop all exposed floor surfaces every three months. Strip and re-seal all exposed floor surfaces once every five years.

7.6 SCHEDULE OF PERIODIC SERVICES

- A. Within 60 days after occupancy by the Lessee, the Lessor shall provide the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

7.7 LANDSCAPE MAINTENANCE

- A. Performance will be based on the Contracting Officer's evaluation of results and not the frequency or the method of performance. Landscape maintenance shall be performed during the growing season on a weekly cycle and shall consist of watering, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as needed basis. In addition, dead or dying plants shall be replaced.

7.8 FLAG DISPLAY

- A. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessee will provide instructions when flags shall be flown at half-staff.

7.9 SECURITY (SEP 2000)

- A. The Lessor shall provide a level of security which reasonably deters unauthorized entry to the space leased during non-duty hours and deters loitering or disruptive acts in and around the space leased. Security guards shall be provided by the Lessee. The Lessor shall ensure that security cameras and lighting are not obstructed.
- B. Except for the parking garages, ventilation entry points will be elevated sufficiently (no less than 10 feet high) to preclude introduction of airborne contaminants or otherwise monitored to achieve the same affect.
- C. Any set back protection barriers shall be able to stop a 4,000 lb. vehicle traveling at 30 mph.
- D. The Lessor shall be responsible for ensuring the Lessee has the right to place necessary security items, such as bollards, fence, guard shacks and gates on the City Parks and Recreation property. The Lessor shall also be responsible for ensuring that the Lessee shall have the right to access the space not owned by the Lessor through the drives shown on the General Arrangement Drawings.

7.10 SECURITY: ADDITIONAL REQUIREMENTS

- A. After construction, unless otherwise specified, the Lessor shall submit to the COTR within five days before the starting date of the contract, the appropriate investigative forms, which will be provided by the Lessee, for those officers of the firm who for any reason may visit the worksite during the period of this contract and for all employees who have access to IRS facilities, information systems including computer hardware, software, telecommunications, security items, passwords and sensitive but unclassified information. In accordance with IRM 1.23.2, Contractor Investigations, a Lessee funded investigation will be conducted by the National Background Investigations Center for each individual who requires access for a period of thirty (30) days or more. This investigation will include, but not be

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limited to, law enforcing checks, a credit check, and a check of the employees' federal tax records. The Lessee may also require this information for employees of the Lessor, the Lessor's contractors, or subcontractors who will be engaged to perform alterations or emergency repairs for the property if their access to the facility exceeds 30 days. An individual whose access does not exceed thirty (30) days will not be required to undergo an investigation but must be escorted by an IRS employee.

- B. If the CO receives an unsuitable report on any employee after processing of these forms, or if the COTR finds a prospective employee to be unsuitable or unfit for his assigned duties, the Contractor shall be advised immediately in writing that such employee cannot continue to work or be assigned to work under the contract. If a contractor has been the subject of an IRS investigation within the past five years and was approved for access as long as there has not been a break in contractual Governmental service over 365 days and is working at the same risk level, a new investigation will not be required. The Lessee shall have and exercise full and complete control over granting, denying, withholding, or terminating access for employees. The Lessee may, as it deems appropriate, authorize and grant interim staff-like access to employees of the Contractor. However, the granting of an interim staff-like access to any such employee shall not be considered as assurance of final staff-like access that shall follow as a result or condition thereof. The granting of either interim or final staff-like access shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by the Lessee. All contract employees shall either be U.S. citizens or have lawful permanent resident status. The Contracting Officer may require the Lessor to submit the investigative forms for every employee covered by this paragraph on a 5-year basis for reinvestigation.

7.11 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2000)

- A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor will be responsible for training local facilities staff and guard force on the fire and security systems. The training shall occur on site. Maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.
- B. Without any additional charge, the Lessee reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.
- C. All periodic testing shall be coordinated with the tenant agency.

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8.0 SAFETY AND ENVIRONMENTAL MANAGEMENT

8.1 OCCUPANCY PERMIT (SEP 2000)

- A. The Lessor shall provide a valid occupancy permit and shall maintain and operate the building in conformance with current local codes and ordinances. If the local jurisdiction does not issue occupancy permits, the Lessor shall consult the Contracting Officer to determine if other documentation may be needed.

8.2 FIRE AND LIFE SAFETY (SEP 2000)

A. General Requirements.

1. The Lessee's fire protection and life safety requirements for the project are stated in the lease agreement, and may be above the minimum requirements established by nationally recognized codes and standards and by the local jurisdiction. Requirements are stated in the lease agreement; either explicitly or by reference to nationally recognized codes and standards. Where two or more requirements differ, the more stringent requirement(s) apply. Referenced codes and standards shall be followed as part of the lease agreement, unless modified herein.
2. Fire protection requirements that are in conflict so as to prevent satisfying both requirements shall be brought to the attention of the GSA Project Manager for resolution before proceeding.
3. GSA's regional Fire Protection Engineer shall inspect the final installation for compliance with project fire protection and life safety requirements prior to either full or partial occupancy. Adequate time shall be allowed for inspections prior to scheduled occupancy.



B. Building Construction.

1. The building construction of the new leased buildings and the renovated post office building shall provide a minimum one-hour fire rating for floor/ceiling assemblies, structural columns and other load-bearing elements. The construction of the parking garage shall provide a minimum two-hour fire rating for these elements.
2. Two-hour, fire-rated construction shall be provided to separate the parking garage from other parts of the building; including both floor/ceiling assemblies and wall assemblies.
3. One-hour, fire-rated, slab-to-slab partitions shall be provided to separate boiler rooms, print paper storage rooms, switchgear rooms, computer/data rooms, telecommunications equipment rooms, UPS rooms, COMPS Room/Scanner Room, and warehouse areas from other parts of the building.
4. Penetrations in fire-rated construction shall be fire stopped in accordance with designs listed in the Underwriter's Laboratories (UL) Fire Resistance Directory or equivalent.
5. Door and window openings in fire-rated partitions shall be protected by rated assemblies in accordance with NFPA 101 and the building code. Doors in fire-rated partitions shall be self-closing.
6. The atrium in the Main Post Office building shall comply with NFPA 101 with regard to travel distances, separation requirements, fire detection, and smoke control through mechanical smoke exhaust with air make-up system. The smoke control system in the atrium shall be controlled through the building automation control system. System status shall be annunciated, and a means of manual activation provided for Fire Department use, at the fire alarm control center.

- C. Life Safety. Egress from all areas, including the Main Post Office building, shall comply with the Life Safety Code, NFPA 101, the current edition.

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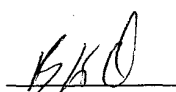
1. Side swinging exit doors shall provide the minimum required exit capacity from all areas. Security portals shall not be counted as part of the required exit capacity. The designer shall review the agency's proposed security arrangements before preparation of preliminary building layouts.
2. The building's occupants and visitors on every building level shall have ready access to at least two exits at all times without the need for special knowledge, keys, etc. Occupants in elevator lobbies shall have access to at least one exit at all times without the need for special knowledge, keys, etc.
3. Where delayed egress hardware is specified by the Lessee for security at exit doors, delayed egress hardware and controls shall be provided as a listed assembly.
4. Corridors shall be provided to separate the exit routes from occupied building areas. Corridors shall be continuous, and shall connect occupied area to the building exits. Exit routes from open plan office areas shall consist of minimum 44-inch wide aisle ways within the open plan office areas, and shall consist of enclosed corridors where passing through other areas.
5. At the discharge from every exit a level walking surface and code-compliant steps with handrails shall be provided until occupants reach a public way.
6. The slope of ramps used for egress in the parking garage shall comply with ADA guidelines.
7. Internally illuminated, 120-volt, LED-type, code compliant exit signs shall be provided to indicate direction to the exits from every part of the facility.
8. Emergency lighting shall provide a minimum of 1 foot-candle throughout all egress routes including but not limited to stairwells, corridors, cafeteria, conference and training rooms, aisle ways in open office areas, storage areas, at the discharge from exits, and all levels of the parking garage. Secondary power shall be provided for emergency lighting fixtures in accordance with NFPA 101.

8.3 SPRINKLER, STANDPIPE, AND FIRE SUPPRESSION SYSTEMS

- A. The buildings shall be totally sprinkled in accordance with NFPA 13 for the hazard involved. Sprinkler systems shall be wet pipe systems throughout (pre-action systems are not permitted); adequate heat shall be provided in areas where wet pipe systems are installed. In areas approved to be unheated areas, dry pipe systems shall be installed; antifreeze systems and heat tracing to prevent freezing are not permitted.
- B. Separate sprinkler zones with supervised control valves and separate water flow switches shall be provided for each floor level. Flow from any sprinkler in the facility shall cause activation of a zoned water flow switch. Water flow switches shall have an integral retard feature set initially at 45 seconds. Sprinkler system control valves, including those on incoming fire mains, shall be supervised by tamper switches connected as individual points to the building fire alarm system.
- C. Provide separate sprinkler zones with supervised control valves and dedicated water flow switches for computer rooms, electrical switchgear rooms, and elevator machine rooms. Provide separate sprinkler zones with supervised control valves for UPS rooms, COMPS Room/Scanner Room, Printer Room, and the MDF Room
- D. Sprinkler and standpipe systems shall be activated as soon as practical during construction in accordance with NFPA 241.
- E. Sprinkler systems shall be supplied by minimum 6-inch diameter dedicated fire mains connected to the municipal water supply. Backflow preventers shall be provided in accordance with the requirements of the local jurisdiction. Independent flow testing shall be conducted on the water supply and shall be used as the basis for the sprinkler design.

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- F. Storage rooms, file rooms, furnace/boiler rooms, switchgear rooms, and garage areas shall be protected in accordance with requirements for Ordinary Hazard occupancies.
- G. Sprinkler piping in sizes 2 inches in diameter and under shall be black steel, minimum Schedule 40, with threaded fittings. Piping for dry pipe sprinkler systems shall meet these requirements and shall be internally and externally galvanized steel piping per ASTM A120/A53.
- H. Sprinkler piping in sizes 2 1/2 inches in diameter and over shall be black steel, minimum Schedule 10, with rolled grooved or flanged fittings. Piping for dry pipe sprinkler systems shall meet these requirements and shall be internally and externally galvanized steel piping per ASTM A120/A53.
- I. Sprinklers shall be quick response type in accordance with NFPA 13, except sprinklers in elevator machine rooms, electrical switchgear rooms, boiler rooms, telecommunications rooms, and computer rooms shall be standard response type, temperature rating depending on maximum room temperatures. Sprinklers with O-rings and extended coverage type sprinklers are not permitted.
- J. In all areas housing electrical and electronic equipment, sprinklers and piping shall not be installed directly above energized equipment. In the MDF Room, a drainage trough shall be provided under sprinkler pipes to prevent leaking onto telecommunications equipment.
- K. In electrical closets, the MDF Room, IDF Rooms, UPS Rooms, battery rooms, electrical switchgear rooms, and elevator machine rooms, sprinklers shall be provided with listed wire guards to prevent accidental damage to sprinklers.
- L. Sprinklers at the top of elevator shafts may be omitted in accordance with NFPA 13; this allows smoke and heat detectors at the top of elevator shafts to be omitted as well.
- M. Sprinkler control valves, drain valves, and test connection valves shall be located within 7 feet above floor level for ready access. The identity of valves located above suspended ceilings shall be marked on the suspended ceiling.
- N. Provisions for inspection, testing, and maintenance in accordance with NFPA 25 shall be provided as part of the installation.
- O. Sprinkler protection shall be provided for the following warehouse storage configurations (final layout shall be coordinated with IRS):
 - 1. Approx 31,000 sq.ft. of shelf storage
 - a. Back-to-back open shelving, with both solid and open wire rack shelving
 - b. Class III Commodities (files) in open folders and one cu. foot boxes
 - c. Max. height to the top of storage is 16 feet
 - d. Aisles are 3 feet wide
 - P. TENANT IMPROVEMENT: Both solid and open grate catwalks are installed at approx. 7'6" above floor. Shelving is designed to accommodate lights and sprinklers below the catwalks; sprinklers below the catwalks shall be supplied by a separate cross main with supervised shutoff valve at connection to the main riser.
 - 1. Approx 500 sq.ft. shall be provided for storing plastic tapes in mobile shelving units 6 ft. high.
 - 2. Approx 45,000 sq.ft. of rack storage
 - a. Three-tier racks, double-row, 92 inches from aisle to aisle
 - b. Class III Commodities stored on pallets
 - c. Max. height to the top of storage is 20 feet
 - d. Aisle widths are 12 feet in order to accommodate forklifts

3. Approx. 1700 sq.ft., of multiple row racks that feed to the front:
 - a. One rack is two rows deep, and the other is three rows deep
 - b. Storage is a Class III Commodity stored on pallets, with the exception that the bottom level is used for 5 ft. diameter rolled paper stored on its side
 - c. Height to the top of storage is 20 feet
 4. Approx. 4500 sq.ft., for storing "batch" carts and "Metro" carts loaded with Group 'A' Plastic, "batch buckets," which constitute a higher hazard requiring sprinkler densities to be increased
 - a. "Batch" carts are stacked three high (12 ft. high total)
 - b. "Metro" carts are stacked two high (9 ft. high total)
- Q. Standpipe hose connections shall be provided in accordance with NFPA 14 and as follows:
1. Provide 2 1/2-inch hose connections with caps and chains fed from the sprinkler systems. Outlet threads shall match the local fire department's standard hose threads.
 2. In the warehouse building, hose connection shall be located so that any point in the area can be reached using a 100-foot hose with a 30-foot hose stream. Connections shall be located to avoid being damaged by, or creating an obstruction to, material handling operations.
 3. At each level within all stairwell enclosures in enclosed parking areas.
 4. At each level within all stairwell enclosures serving three or more above grade floors.
- R. Kitchen hoods handling grease-laden vapors shall be UL listed for this purpose. Kitchen hoods handling grease-laden vapors and associated exhaust ducts shall be protected by wet chemical extinguishing systems designed and installed in accordance with NFPA 17A; activation of the wet chemical extinguishing system shall automatically interrupt the supply of electrical power and natural gas to appliances in accordance with NFPA.
- S. Exhaust ducts handling grease-laden vapors shall be welded; minimum 16-gage black steel, or minimum 18-gage stainless steel. Duct sizes shall comply with NFPA 96 for minimum and maximum air velocity, shall be sloped to drain, and provided with adequate cleanouts.
- T. In rooms utilizing lead acid batteries, provide an emergency body shower and eyewash station in or near the battery room.
- U. Portable fire extinguishers shall be installed and maintained in accordance with NFPA 10 in warehouse and other storage areas, shop areas, high hazard areas, parking garages, kitchen areas, mechanical and electrical equipment rooms, and other areas as required by the local jurisdiction. Extinguishers shall be multi-purpose type, minimum capacity 2A:10B:C throughout, except portable fire extinguishers required by Table 8.4 below.

8.4 MANUAL FIRE ALARM SYSTEMS (SEP 2000)

- A. Fire Alarm System. A manual fire alarm system shall be provided in accordance with NFPA 72, *National Fire Alarm Code*. Systems shall be maintained and tested by the Lessor in accordance with NFPA Standard 72. The fire alarm system wiring and equipment shall be electrically supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided in accordance with NFPA Standard 70, *National Electrical Code*, and NFPA Standard 72.
1. The fire alarm system shall be independent of other building systems such as building automation (BAS) and security systems; however a fire alarm condition shall cause a signal to be sent to the BAS simultaneously with the primary response. All fire alarm equipment and devices shall be part of a listed system from the same manufacturer. The building fire alarm

system shall have the features described herein. Special fire alarm features for computer rooms and other electronic areas are included below.

2. Alarm notification shall be by audiovisual alarms, horns and strobes, throughout the space, except, if required by the local authorities, in the Main Post Office building alarm notification shall be by voice evacuation system speakers and strobes.
3. Alarm notification shall provide 15 dBA minimum sound level above ambient noise levels in all areas. Sound levels shall not exceed 90 decibels when measured five feet from any device, except in high ambient noise areas. Alarm pattern shall be provided in accordance with NFPA 72; pre-recorded voice messages shall be provided for audible notification in areas where a voice evacuation system is provided.
4. A full width, 80-character system printer shall be provided, and shall print all alarm and supervisory conditions, return to normal state, and system command inputs made at the workstation; the printer shall be located at the main guard console.
5. A central station monitoring company listed for fire alarm service shall provide continuous monitoring of the fire alarm system. A listed digital alarm communicator/transmitter (DACT) at the fire alarm control panel and two phone circuits connected to the public telephone system shall be provided for alarm transmission.
6. Manual fire alarm stations shall be provided at each exit and at other locations in accordance with NFPA 72 spacing requirements.
7. Dedicated circuits shall supply the 120-volt power to the fire alarm equipment from electrical panels supplied by the emergency generator. Circuit breakers supplying fire alarm equipment shall be accessible only to authorized personnel. Surge suppression shall be provided on all power circuits to fire alarm equipment.
8. Every air handling unit (AHU) with capacity of 2,000 cubic feet per minute or greater shall be provided with duct-mounted smoke detector(s) located in accordance with NFPA 90A and 72, connected to the building fire alarm system, arranged to shut down the affected unit only and to cause a general building alarm upon detection of smoke. Detectors provided to shut down dedicated AHU's in computer rooms and similar areas having spot-type detectors are not required to be connected to the building fire alarm system.
9. The automatic sequence of operation for building evacuations shall be determined by the IRS and GSA in coordination with the Kansas City Fire Department prior to installation.
10. Strobe alarm devices with minimum 75-candela output shall be installed 80 inches above the finished floor in public and common areas in accordance with ADA guidelines. Common areas include but are not limited to corridors, restrooms, reception/waiting/lobby areas, conference rooms, break rooms, cafeteria/dining areas, and parking garages.
11. In elevator machine rooms, install 130-degree, restorable type heat detectors within two feet horizontal of each sprinkler; heat detectors are in addition to smoke detectors required to be provided for recall and other functions. Activation of heat detectors shall cause interruption of power to the elevator equipment and controller, the dedicated sprinkler water flow switch shall not cause power to be interrupted. (This method is described in the Elevator Safety Code, ANSI A17.1, Handbook and NFPA 72, and is subject to approval by the local jurisdiction.)
12. All circuits associated with the fire alarm system shall be installed in minimum ¾-inch metal conduit.
13. Provide Class 'A' supervision for the fire alarm signaling network between main fire alarm panel, data gathering panels, and sub panels. Class 'B' supervision for the initiating device circuits, notification device circuits, and signaling device circuits.

14. A final acceptance test of the fire alarm system shall be conducted by the fire alarm equipment manufacturer's representative in accordance with NFPA 72 and witnessed by the Contracting Officer's Representative. This test shall take place following successful preliminary testing of the system, and shall be conducted separate from the testing conducted with the local authorities.

8.5 FIRE PROTECTION REQUIREMENTS FOR COMPUTER ROOMS, ELECTRICAL EQUIPMENT ROOMS, AND OTHER ELECTRONIC EQUIPMENT ROOMS

The following descriptions apply to features listed for each area in the attached Table 8.4, Fire Protection Requirements for Electronic Equipment Rooms.

- A. Rooms having one-hour or two-hour enclosures shall be separated from other parts of the building by slab-to-slab construction having the required rating provided by listed, fire-rated assemblies; designs shall be UL or equivalent, reference Paragraph 8.2.B for other requirements. Routing HVAC ductwork through these areas to serve other parts of the facility shall be avoided. Where ductwork must penetrate slab-to-slab enclosures, ductwork shall be separated from the space by fire-rated construction, or, motorized, combination fire/smoke dampers shall be provided at each wall penetration. The motorized dampers protecting such wall penetrations shall close upon any fire alarm, and reopen when the fire alarm system is reset.
- B. In rooms having special portable fire extinguishers, provide two types of portable fire extinguishers in a fire extinguisher cabinet at each exit from the area; one pressurized water only type extinguisher, 2A capacity; and one carbon dioxide type extinguisher, 10B capacity. A permanent sign with letters minimum 1 inch high shall be provided above each fire extinguisher plainly indicating the type of fire for which it is intended. If there is a raised floor in the area, provide a floor-lifting device in each fire extinguisher cabinet.
- C. Provide a stand-alone, 110-volt, emergency power off (EPO) system for the computer room excluding IDF. System shall have an EPO switch installed at each exit from the space, and shall terminate all power to electronic equipment and dedicated HVAC units, including UPS circuits, in accordance with the National Electrical Code, NFPA 70, Article 645. A sign shall be provided at each EPO switch indicating the switch is to be used only in an emergency; a hinged, clear plastic cover shall be installed over the EPO switch to prevent accidental activation. The device used to disconnect power at the electrical panel(s) shall be equipped with a bypass switch supervised by the fire alarm system so maintenance and testing can be conducted without disconnecting power.
- D. Smoke Detection.
1. Spot-type, photoelectric smoke detectors shall be installed at the suspended ceiling throughout the space (within the fire-rated enclosure) at a maximum spacing of 20 feet on center. Spot-type, photoelectric smoke detectors shall be installed throughout the space at a maximum spacing of 20 feet on center below raised floors that contain cabling. If the above-ceiling space is used as an HVAC plenum to circulate air, spot-type photoelectric smoke detectors shall be installed at 20-foot maximum spacing on the true ceiling above the suspended ceiling throughout the area.
2. Activation of a smoke detector shall cause a supervisory alarm; activation of any two smoke detectors in the space shall cause a general building alarm.
- E. Heat Detection for Interruption of Power. Where an EPO system is installed, the fire alarm system shall interface with the EPO system for interruption of power. Provide 130-degree, restorable type heat detectors at the suspended ceiling at 15 feet on center, in addition to smoke detectors. Activation of heat detectors shall cause a general building alarm and shall cause interruption of power; dedicated sprinkler water flow switch shall not cause the interruption of power.



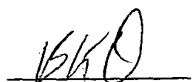




Table 8.4, FIRE PROTECTION REQUIREMENTS FOR ELECTRONIC EQUIPMENT ROOMS

ROOM DESIGNATION	FIRE RATING	EPO activated by H.D.'s	SMOKE DETECTION	SPECIAL FIRE EXTINGUISHERS
Computer Room	One hour	Yes	Yes	Yes
Tape Library	Two hours		Yes	Yes
Printer Room	One hour		Yes	Yes
Print Paper Storage Room	One hour		Yes	
MDF Room	One hour		Yes	Yes
IDF Rooms	One hour		Yes	
UPS, battery rooms	One hour		Yes	
COMPS/Scanner Room	One hour		Yes	Yes
Electrical Switchgear Room	Two hours		Yes	

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8.6 OSHA REQUIREMENTS (SEP 2000)

- A. The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

8.7 ASBESTOS (SEP 2000)

- A. Lessor shall provide space with no asbestos-containing materials (ACM). For purposes of this paragraph, "space" includes the 1) space for lease; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- B. *Definition.* ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.
- C. Space with ACM of any type or condition may be upgraded by the Lessor to meet the conditions described in subparagraph A by abatement of ACM that is present. The Lessor shall, prior to occupancy, successfully complete the abatement in areas that contain ACM in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

8.8 INDOOR AIR QUALITY (SEP 2000)

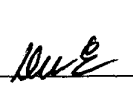
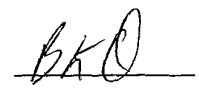
- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO - 9 ppm time-weighted average (TWA - 8-hour sample); CO₂ - 1,000 ppm (TWA); HCHO - 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. The Lessor shall provide at least 72 hours advance notice to the Lessee before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Lessee reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Lessee-demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Lessee in its assessments and detailed studies by 1) making available information on building operations (including HVAC drawings) and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Lessee material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Lessee reserves the right to review such products used by the Lessor within 1) the Lessee-demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.

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8.9 RADON IN AIR (SEP 2000)

A. The radon concentration in the air of space leased to the Lessee shall be less than EPA's action concentration for homes of 4 Pico Curies per liter (pCi/L), herein called "EPA's action concentration."

B. INITIAL TESTING:

1. The Lessor shall 1) test for radon that portion of space planned for occupancy by the Lessee in ground contact or closest to the ground up to and including the second floor above grade (space on the third or higher floor above grade need not be measured); 2) report the results to the Contracting Officer upon award; and 3) promptly carry out a corrective action program for any radon concentration which equals or exceeds the EPA action level.
2. *Testing sequence.* The Lessor shall measure radon by the standard test in subparagraph D.1, completing the test not later than 150 days after award, unless the Contracting Officer decides that there is not enough time to complete the test before Lessee occupancy, in which case the Lessor shall perform the short test in subparagraph D.2.
3. For the new construction, the Lessor shall, if possible, perform the standard test during buildout before Lessee occupancy of the space. If the Contracting Officer decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

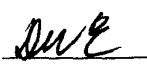

C. CORRECTIVE ACTION PROGRAM:

1. Program Initiation and Procedures.

- a. If either the Lessee or the Lessor detects radon at or above the EPA action level at any time before Lessee occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the EPA action level before Lessee occupancy.
- b. If either the Lessee or the Lessor detects a radon concentration at or above the EPA action level at any time after Lessee occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the EPA action level.
- c. If either the Lessee or the Lessor detect a radon concentration at or above the EPA residential occupancy concentration of 200 pCi/L at any time after Lessee occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Lessee, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the EPA action level and certifies the space for reoccupancy.
- d. The Lessor shall provide the Lessee with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in building condition or operation which would affect the program or increase the radon concentration to or above the EPA action level.
- e. The Lessor shall perform the standard test in subparagraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in subparagraph D.2 to determine whether the space may be occupied but shall begin the standard test concurrently with the short test.
- f. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant reoccupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Lessee.
- g. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the EPA action level, the Lessee may implement a corrective action program and deduct its costs from the rent.

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D. TESTING PROCEDURES:

1. *Standard Test.* Place alpha track detectors or electret ion chambers throughout the required area for 91 or more days so that each covers no more than 2,000 ANSI/BOMA Office Area square feet. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. *Short Test.* Place alpha track detectors for at least 14 days, or electret ion chambers or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ANSI/BOMA Office Area square feet, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Lessee occupancy.

8.10 RADON IN WATER (SEP 2000)

- A. The Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Lessee occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action level.

8.11 HAZARDOUS MATERIALS (OCT 1996)

- A. The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

8.12 RECYCLING (SEP 2000)



- A. Where state and/or local law, code, or ordinance require recycling programs for the space to be provided pursuant to the Lease specifications, the successful Lessor shall comply with such state and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Lessor shall establish a recycling program in the leased space where local markets for recovered materials exist. The Lessor agrees, upon request, to provide the Lessee with additional information concerning recycling programs maintained in the building and in the leased space.

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9.0 SHELL AND TENANT IMPROVEMENTS

- A. The Tenant Improvement Allowance shall be used for building out the premises in accordance with the Lessee-approved design intent drawings and Lease specifications. All Tenant Improvements required by the Lessee for occupancy shall be performed by the Lessor as part of the rental consideration, and all improvements shall meet the quality standards and requirements of these Lease specifications and GSA Form 3517, General Clauses.
- B. No charge shall be made against the Tenant Improvement Allowance for any of the Lessor's administrative costs (including, but not limited to, development fee, overhead and profit, and general conditions). All general contractor fees for Tenant Improvement work shall not exceed 10% of the total hard construction costs for Tenant Improvements. General Contractor fees shall include the following: General Contractor Home Office Expenses, Project Management, Field Supervision, Pre-construction Services, Estimating Costs, Safety Engineer/Inspections, Billing Clerk, Clerical, Postage/Delivery Services, General Contractor Field Office & Expenses, Copies associated with general correspondence, Temporary Toilets, General Liability Insurance (unless the controlled insurance program is accepted), and Profit. Hard construction costs are defined as direct labor, material and subcontract costs. In addition, all design costs associated with preparing construction documents to complete the Tenant Improvements are chargeable against the Tenant Improvement Allowance. It is the Lessor's responsibility to prepare all documentation (working drawings, etc.) required to receive construction permits. NO COSTS ASSOCIATED WITH THE BUILDING SHELL SHALL BE INCLUDED IN THE TENANT IMPROVEMENT PRICING.

9.1 SHELL AND TENANT IMPROVEMENTS - ADDITIONAL INFORMATION

- A. The Lessor is required to provide cost or pricing data in conjunction with the Shell and Tenant Improvements as specified by the Lessee in GSA Form 3517, General Clauses.
- B. The Tenant Improvement Allowance is \$41,500,000 to be used at the Lessee's discretion and is not subject to the Cost Savings listed in paragraph C, D, E and F below.
- C. The project construction costs to be used for costs savings is \$218,614,176. This amount consists of the following project cost items:


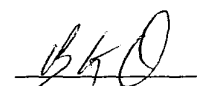
(1.)	Demolition and abatement of land	\$2,015,000
(2.)	Construction Cost - Shell	\$203,099,176
(3.)	Contingency	\$7,500,000
(4.)	TIF District Infra Structure	\$6,000,000

The total dollar cost for the amount in item (2.) above is to complete the following: a) provide all shell requirements as specified in this Lease, b) construct a new Union Station Garage, and c) construct the Pershing Garage. The Lessee will not be responsible for any costs in excess of the amounts listed in C., (1.), (2.), (3.), and (4.) above necessary to complete the project, except to the extent extra costs are the result of a Lessee initiated change pursuant to the Changes Clause of the Lease General Clauses.

Approximately 86% of the above project work will be competitively bid subcontract work packages through the Lessor's general construction contractor, JE Dunn. The remaining 14% of project work will be completed by JE Dunn and various subcontractors and will consist of the labor component of mechanical, electrical, and plumbing work and will be performed at fair and reasonable prices that are

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subject to Lessee audit and verification upon project completion. The percentages listed above shall be based on project costs (i.e. 86% of \$218,614,176 = \$188,008,191).

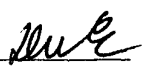

- D. **Project Work Under this Cost Savings Agreement** For approximately 86% of project work to be competitively bid under the cost savings agreement, the Lessor shall use all commercially reasonable means to assure a fair and open competitive bidding process and via the following mechanism:
1. The Lessor shall obtain bids from a minimum of three (3) qualified subcontractors for each package of work to be subcontracted.
 2. At least five (5) working days prior to issuance of any request for proposal, the Lessor shall submit to the Lessee (i) a list of the participating subcontractors and (ii) a copy of the request for proposal that is being sent to those subcontractors. Lessee representatives shall be present at the opening of the competitive bids, which shall be scheduled at a time agreeable to both the Lessor and the Lessee.
 3. Upon acceptance of each subcontract bid, the Lessor shall provide written summary to the Contracting Officer listing (i) the scope or package of project work awarded, (ii) the name of the subcontractor, (iii) the subcontract award dollar amount, (iv) a certification by the Lessor to the Lessee that all commercially reasonable efforts were made to obtain the most competitive pricing possible.
 4. If the Lessor proposes to award a subcontract to other than the low bid then, prior to award, the Lessor shall provide a written rationale to the Contracting Officer who will determine whether acceptance of a bid other than the low bid represents the best value to the Lessee.
- E. For all the project work as described in Paragraph C. above, the Lessee and Lessor shall share any cost savings, 40% to the Lessee and 60% to the Lessor. The savings, if any, shall be based on the difference between the estimated construction costs listed above (\$218,614,176) and the actual total cost. The actual total costs shall be summation of the actual costs paid by the Lessor to the General Contractor or other contractors as approved by the Contracting Officer for items C.(1), C.(2), C.(3) and C.(4) for project work performed to construct the items listed in C. above. Any cost savings due the Lessee shall be taken as either a lump sum payment from the Lessor, or as a lump sum credit against Service Agreement Rent within 60 days of determination of the cost savings amount.
- F. A shared contingency fund in the amount of \$7,500,000 (item C. (3) above) is available for shell improvement project work, as described above, and shall be used for changes in the work due to unforeseen or unanticipated conditions of the Lessor or the Lessee. The shared contingency fund shall not be used for changes in the scope requested by the Lessor or the Lessee. If there are funds remaining from the \$7,500,000 shared contingency fund, they will be shared 40% to the Lessee and 60% to the Lessor. An additional contingency fund in the amount of \$2,500,000 shall be for the sole use and discretion of the Lessor and is not subject to shared savings.
- G. **Tenant Improvements** Upon completion of final tenant improvement construction documents, the Lessor shall competitively bid 86% of the tenant improvement fit-out work via the following mechanism:
1. The Lessor's general contractor (JE Dunn) shall serve as the general contractor for the Tenant Improvement work.
 2. There shall be no mark-up of general contractor and any subcontractor fees by the Lessor, nor shall Lessor receive any fees for oversight of Tenant Improvement construction.
 3. The general contractor shall competitively bid all subcontracts and use all other commercially reasonable means to minimize the cost of the Tenant Improvement construction.
 4. The general contractor shall obtain bids from a minimum of three (3) qualified subcontractors.

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5. At least five (5) working days prior to issuance of any request for proposal, the Lessor shall submit to the Contracting Officer (i) a list of the participating subcontractors, and (ii) a copy of the request for proposal that is being sent to those subcontractors.
6. Lessee representatives shall be present at the opening of the competitive bids, which shall be scheduled at a time agreeable to both the Lessor and the Lessee.
7. Each submitted subcontractor proposal shall be provided to the Lessee for review. The Lessor is responsible for determining that the requirements of the scope of work have been met. If the Lessor determines that the successful bidder meets the scope of work and is the lowest priced qualified bid, then with the Contracting Officer's written concurrence the Lessor shall issue an award for the subject work. The Contracting Officer reserves the right to make a determination as to whether competitive proposals meet the scope of work, that adequate competition to establish market price existed, that price is reasonable, and that the subcontractor is qualified to perform the work.
8. The Lessee shall receive 100% of the credit for any portion of the Tenant Improvement Allowance not utilized by the Lessee (see also Section 21(b) of the General Clauses, GSA Form 3517B).
9. The Lessor shall certify in writing to the Lessee that all commercially reasonable efforts were made to obtain the most competitive pricing possible.
10. The 14 percent of the work that will not be competitively bid shall be completed as follows. The Lessor shall present to Lessee the certified cost and pricing data and the Lessee will have 10 working days to review for price reasonableness. If the Lessee determines the price is unreasonable, the Lessee shall notify the Lessor on or before the end of the 10-day period at which time negotiations will take place. At no time shall this process be deemed as delaying the project. This process, with appropriate timeframes, shall be built into the Lessor's project construction schedule.

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10.0 WAIVER OF RESTORATION

10.1 WAIVER OF RESTORATION

- A. The Lessor waives restoration for the alterations necessary for initial occupancy and all future alterations.

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11.0 ROOM DATA SHEETS

- A. Room data items identified in this section shall follow shell and tenant improvement definitions previously described.

11.1 CONFERENCE ROOMS

A. Architectural Requirements

1. Metal studs 0.023 inches thickness minimum with 5/8-inch minimum thick gypsum board with sound attenuation insulation, slab to slab.
2. Provide a minimum of 0.04 inches thick concealed flat steel strapping for wall mounted accessories anchorage.
3. STC of 45.
4. Vinyl wall covering or fabric wall covering.
5. Carpet or carpet tile.
6. Carpeted solid core access floor panels where possible.
7. Minimum ceiling height of 9 feet.
8. 2 feet x 2 feet or 2 feet x 4 feet acoustical ceiling tile.
9. Minimum NRC of 0.95.
10. Wall mounted chalkboards/whiteboards and tack boards.
11. Acoustical wall panels.
12. Audio visual equipment. Lessee provided equipment, Lessor provided electrical.

B. Mechanical Requirements

1. Rooms 375 square feet or more shall have separate thermostatic control to provide flexibility and ability to react to changing loads.

C. Electrical Requirements

1. These areas shall have light fixtures selected for their cut-off quality, as well as their efficiency.
2. All lighting shall be provided with on-off control. The degree of sophistication of this control shall be determined based on economic considerations.

11.2 TRAINING ROOMS

A. Architectural Requirements

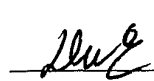
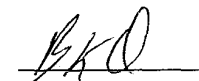
1. Metal studs 0.023-inch thickness minimum with 5/8-inch minimum thick gypsum board with sound attenuation insulation, slab to slab.
2. Provide a minimum of 0.04 inches thick concealed flat steel strapping for wall mounted accessories anchorage.
3. STC of 45.
4. Vinyl wall covering or fabric wall covering.
5. Folding partitions with minimum STC rating of 45.
6. Carpet or carpet tile.

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7. Carpeted solid core access floor panels where possible.
8. Minimum ceiling height of 8 feet.
9. Acoustical ceiling tile.
10. Minimum NRC of 0.95.
11. Wall mounted chalkboards/whiteboards and tack boards. Lessee provided Lessor installed.
12. Chair rails
13. Acoustical wall panels
14. Audio visual equipment. Lessee provided Lessor installed.
15. Provide closeted storage space.

B. Mechanical Requirements

1. Same as Conference Rooms.

C. Electrical Requirements

1. Areas which have a high incidence of VDTs should have a lighting design incorporating either indirect lighting, a combination of direct/indirect lighting, or other types of fixtures to insure that the VDT screens do not have to be viewed through glare induced images from ceiling light fixtures.
2. These areas shall have light fixtures selected for their cut-off quality, as well as their efficiency.
3. All lighting shall be provided with on-off control.
4. Power distribution boxes shall be provided at 11-foot spacing both ways in the access floor.
5. A maximum of 3 NEMA 5-20R or duplex receptacles shall be allowed on one dedicated 20 ampere circuits for PC.

11.3 BREAK ROOMS

A. Architectural Requirements

1. Provide slab-to-slab partitions.
2. Smooth, washable wall surfaces.
3. Floors: Non-slip tile or quarry tile, static coefficient of friction of 0.6 or better.

B. Mechanical Requirements

1. Provide a sink with garbage disposal.
2. HVAC air shall be exhausted.

C. Electrical Requirements


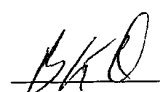
1. Provide electrical service for Lessee provided equipment described below.

D. Lessee Provided Equipment

1. Refrigerator/freezer
2. Microwave (3 per break room)
3. Coffee maker.
4. Vending machine(s). Two maximum.

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5. Ice Machine (requires hook up to water)

11.4 COMPUTER ROOM, TELECOMMUNICATION (MDF) ROOM, PBX ROOM

A. Architectural Requirements

B. One-hour UL or FM rated construction - slab to slab.

1. Metal studs 0.023-inch minimum thickness with gypsum 5/8-inch minimum thick gypsum board both sides.
2. Vapor retarder (exterior wall only) and sound attenuation insulation.
3. Minimum Sound Transmission Coefficient (STC) Rating of 47.
4. Vinyl wall covering.
5. Raised floor shall have conductive static dissipative high pressure laminate finish with an electrical resistance from surface to ground of 1.0 x 10 to the 5 minimum, 1.0 x 10 to the 8 maximum when tested in accordance with ESD/ANSI S7.1
6. Provide doors and path of travel of sufficient size to allow for equipment installation and removal. Minimum door width along this route shall be 5.0 feet. Minimum door height shall be 6-foot, 9 inches.
7. Provide view window at door.
8. Minimum live load shall be 150 pounds per square foot.

C. Mechanical Requirements

1. Mainframe computer, file server and MDF rooms may be cooled by self contained units for up to a total of 81 tons of refrigeration. Units of the same nominal capacity should consistently be used in a facility and can be air-cooled or glycol cooled. Multiple units should be provided to serve each computer room space.
2. For 1-4 computer room air conditioning units per room, add one additional unit.
3. For four or more computer room air conditioning units per room, add one additional unit for every four units.
4. For loads above 81 tons of refrigeration, chilled water computer room air conditioning units should be used. A group of dedicated chillers is preferred, unless other parts of the building also require 24-hour cooling. The available capacity of equipment with one machine inoperative shall not be less than 100 percent of the design load.
5. Controls. The following shall be provided:
 - a. Automatic sequential re-start upon power failure.
 - b. System malfunction alarms.
 - c. Independent high temperature room thermostat on separate alarm.
 - d. Temperature/humidity recorders.
6. Computer room air conditioning units should include multiple compressors, filters, reheat where necessary, and temperature/humidity control and necessary alarms tied into the building's automation system.
7. The computer room should be maintained at 22 degrees C (72 degrees F) plus or minus 1 degree C (2 degrees F) and 50% relative humidity plus or minus 5 percent.

8. At least one floor drain shall be provided under the computer room raised floor. Provide one floor drain for each 2,500 square feet of under-floor area. Each floor drain shall be provided with automatic trap priming capability.
9. In areas where humidifiers are required, provide a valved make-up water connection with backflow prevention.
10. Provide a water detection system below raised floor.

D. Electrical Requirements

1. An Uninterruptible Power System (UPS) is required for power supply. Design shall be based on an Automated Data Processing equipment list.
2. The UPS shall have the capability of eliminating electrical noise (internally generated and external), such as reflected frequencies, in order that the UPS can be utilized to its maximum efficiency.
3. Power Distribution Units (PDU) shall be located in the computer room to transform electrical energy to the proper voltage, provide additional shielding, and to provide short circuit and over current protection. These are fed at 480Y/277 volts from the UPS.
4. Some computer equipment may require 400 Hertz power, and consideration must be given to separate UPS equipment supporting this, or motor-generator sets powered by the UPS.
5. Normal building power outlets should be provided in the computer room for housekeeping and maintenance. A minimum of two outlets shall be supplied from the emergency power source. The outlets should be marked.
6. Provide a safe, low frequency, single point grounding system complying with Article 250 of NFPA-70, National Electrical Code, and complying with TIA/EIA-607
7. Each PDU shall be grounded in accordance with the referenced article.
8. Each ADP space shall be equipped with a signal reference grid constructed in accordance with Figure 30 of FIPS Publication 94, "Guideline on Electrical Power for ADP Installations".

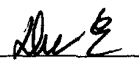

11.5 TAPE STORAGE (LIBRARY) ROOM

A. Architectural Requirements

1. Two hour UL or FM rated construction, slab to slab
2. Metal studs 0.023-inch minimum thickness with 5/8-inch minimum thick gypsum board both sides, or as appropriate to listed assembly rating.
3. Vapor retarder
4. Vinyl wall covering
5. Sealed concrete floor
6. Raised access floor, with a minimum 18-inch high floor finish
7. Ceiling height 9 feet
8. Acoustical ceiling tile with vapor retarded backing
9. Minimum NRC of 0.95
10. Secured area. Ingress and egress will be controlled and limited to authorized personnel only.
11. Provide UL rated, 90-minute door with vision panels.

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12. Minimum live load of 150 pounds per square foot.

B. Mechanical Requirements

1. Provide the HVAC from the Computer Room HVAC System.

C. Electrical Requirements

1. Lighting levels shall be minimum 50 foot candles measured at 3 feet above the floor.
2. All lighting shall be provided on-off control.
3. Emergency and exit lighting shall be provided.
4. Normal building power outlets shall be provided for housekeeping and maintenance.

11.6 PRINT ROOM AND PRINT PAPER STORAGE ROOM

A. Architectural Requirements

5. Walls shall be UL or FM listed one hour minimum rating.
6. Metal studs 0.023-inch minimum thickness, with minimum 5/8-inch thick gypsum board both sides.
7. Vapor retarder
8. Paint finish
9. Minimum STC of 40
10. Access floor panels; solid core
11. Access floor panels; High-pressure laminate finish.
12. Ceiling height 9 feet
13. Acoustical ceiling tile with vapor barrier backing
14. Minimum NRC of 0.95
15. Dust control system as required.
16. Floor(s) designed for delivery and storage of Rolled paper for the printers.

B. Mechanical Requirements

1. Same as Computer Room, except HVAC air must be exhausted.

C. Electrical Requirements

1. Lighting levels shall be minimum 50 foot candles measured at 3 feet above the floor.
2. All lighting shall be provided on-off control.
3. Emergency and exit lighting shall be provided.
4. Normal building power outlets shall be provided for housekeeping and maintenance.
5. Electrical power shall be provided to equipment as required.
6. Power distribution Units (PDU) shall be located in the print room to transform electrical energy to the proper voltage, provide additional shielding, and to provide short circuit and over current protection. These are fed at 480Y/277 volts.



11.7 TELECOM ROOM/CLOSET (IDF ROOM), FILE SERVER ROOM, SCRIPS AND RPS SERVER ROOMS

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A. Architectural Requirements

1. One hour UL or FM rated partition, slab to slab.
2. Metal studs 0.023-inch minimum thickness, with minimum 5/8-inch thick gypsum board both sides or as appropriate to listed assembly rating.
3. Paint finish.
4. Sealed concrete subfloor.
5. Access flooring solid core panels.
6. Access floor panels; high-pressure, non-conductive laminate finish.
7. Furnish perforated panels as required by mechanical design.
8. Ceiling height 9 feet.
9. Acoustical ceiling tile with vapor barrier backing.
10. Minimum NRC of 0.95.
11. In IDF/telecom closets provide flame-preventing treated minimum 5/8-inch thickness plywood panels at telecom closets, on two walls.
12. An emergency drain with backflow preventers.

B. Mechanical Requirements

1. File Server Room, SCRIPS and RPS Server rooms

- a. Provide a separate/independent 24 hour HVAC system to provide air conditioning and heating.
- b. These rooms shall be conditioned to 22 degrees C (72 degrees F) minimum winter design temperature and 29 degrees C (84 degrees F) maximum summer design temperature and 50 percent relative humidity.

2. IDF/Telecom closets

- a. If room is used for floor cabling connection only with pass-through connection to the MDF room, then building HVAC will be satisfactory.
- b. Provide exhaust fan system to provide means of exhaust to prevent heat build up. This fan can be used after hours and during emergency repairs; fans shall be thermostatically controlled.
- c. If electronic equipment is to be located in the IDF/Telecom closet:
 - i. Provide a separate/independent 24 hour HVAC system to provide air conditioning and heating.
 - ii. These rooms shall be conditioned to 22 degrees C (72 degrees F) minimum winter design temperature and 29 degrees C (84 degrees F) maximum summer design temperature and 50 percent relative humidity.
 - iii. Beneath raised floor an under floor water detection system should be provided,
 - iv. Provide floor drains with deep seal traps and trap primers in rooms where floor mounted air conditioning units are provided.

C. Electrical Requirements

1. Lighting levels shall be a minimum of 50 foot candles measured 3 feet above the finish floor.

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2. All lighting shall be provided with on-off control.
3. In the IDF/telecom closets receptacles and equipment in this space shall be connected to the UPS.
4. In the file server room, SCRIPS server room and RPS server room provide Power Distribution Units (PDU) shall be located in these rooms to transform electrical energy to the proper voltage, provide additional shielding, and to provide short circuit and over current protection. These are fed at 480Y/277 volts fed from UPS.
5. Provision shall be made for dedicated grounding system meeting EIA/TIA standards.
6. Electrical Requirements for RPS and SCRIPTS ROOMS shall include:
 - a. An Uninterruptible Power System (UPS) is required for power supply. Design shall be based on an Automated Data Processing equipment list.
 - b. Provide a safe, low frequency, single point grounding system complying with Article 250 of NFPA-70, National Electrical Code and TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standards.

11.8 WAREHOUSE

A. Architectural Requirements

1. Sealed concrete floor.
2. Minimum uniform live load of 275 pounds per square foot.
3. No ceiling.
4. Painted CMU walls.
5. Floor construction will be of reinforced concrete slab on grade with control joints spaced to ensure structural integrity and to minimize cracking.
6. Minimum storage rack leg concentrated loading of 5,000 pounds on a 1.55 square inch square base plate in designated storage rack areas.
7. Minimum lift truck rated capacity of 10,000 pounds on a single 15 inches wide by 10 inches diameter hard rubber wheel in designated circulation aisles.
8. Provide 20 feet or 24-foot, 6 inches clear height from floor to underside of unprotected structure as required by governing code.

B. Mechanical Requirements

1. Design temperature 85 Degrees Fahrenheit maximum, 70 Degrees Fahrenheit minimum depicted on the General Arrangement Drawings.

C. Electrical Requirements

1. Provide industrial type lighting fixtures with on/off control.

11.9 FILE/RECORD STORAGE AREA IN WAREHOUSE BUILDING

A. Architectural Requirements

1. The files storage area in the warehouse will have a Lessee provided mezzanine or catwalk shelving system.
2. The files storage area is a secured area with authorized personnel only having access.

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3. Slab to slab walls required.
 4. Walls surrounding the files storage area to be gypsum covered with paint or vinyl wall covering.
- B. Mechanical Requirements
1. Design temperatures for an office environment, cooling and heating will be required for both levels of the mezzanine or catwalk shelving area.
 2. Sprinkler system will be required for both levels of the mezzanine or catwalk shelving system.
- C. Electrical Requirements
1. Lighting will be required for both levels of the mezzanine or catwalk shelving system.
 2. Normal building power outlets shall be provided for housekeeping and maintenance.

11.10 SCAMPS MAIL PROCESSING SYSTEM ROOM



- A. Architectural Requirements
1. One hour UL or FM rated construction slab to slab
 2. Gypsum board on metal studs
 3. Vapor barrier
 4. Paint finish
 5. Concrete floor with VCT tile
 6. Minimum ceiling height of 9 feet.
 7. Acoustical ceiling with vapor retarder backing.
- B. Mechanical Requirements
1. Provide a dust control system.
 2. The room shall be air conditioned to maintain 22 degrees C (72 degrees F) plus or minus 1 degree C (2 degrees F) and a humidity control system to maintain humidity at required level.
 3. Scamps room requires anthrax mitigation.
- C. Electrical Requirements
1. All lighting to be provided with on-off control
 2. Normal building power outlets should be provided.
 3. Electrical services shall be provided to equipment as required.
 4. An Uninterruptible Power System (UPS) to reflect a 30 KVA load is required for power supply.
- D. Structural Requirements
1. The raised floor shall be designed for the weight of the equipment and print media stored there. Mail carts weighing up 900 pounds are used in these rooms.

RAISED FLOORS: Areas where mail carts are used the floor shall not have any movement under the weight of the loaded mail carts, no abrupt changes in floor elevations, and the floor deflection shall not impede movement of the loaded carts. The transition from raised floor to other floor types shall be smooth

11.11 UNINTERRUPTIBLE POWER SYSTEM (UPS) ROOM

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A. Architectural Requirements

1. Minimum shall be one-hour rated construction, slab to slab.
2. CMU or gypsum board walls or minimum 6 inches CMU or concrete curb.
3. Paint finish
4. Provide 45 minute UL or FM rated fire door assembly.
5. Sealed concrete floor.
6. Size room for a future, second UPS of equal capacity.

B. Mechanical Requirements

1. UPS room shall have a separate/independent 24-hour HVAC system provide air conditioning and exhaust. Unit shall be supplied with UOS power and standby unit.
2. Rooms shall be conditioned to between 22 degrees C (72 degrees F) minimum winter design temperature and 29 degree C (84 degrees F) maximum winter design temperature with no humidity control.

C. Electrical Requirements

1. All lighting shall be provided with on-off control.
2. HVAC equipment servicing the UPS room shall be connected to the emergency source.
3. All outlets and lighting in the UPS room shall be connected to the emergency source.
4. DC cabling to and from the battery bank shall be in conduit or cable tray and a fused. main disconnect shall be provided on the battery output.
5. UPS shall be grounded in accordance with NEC article 250.

11.12 BATTERY ROOM

A. Architectural Requirements

1. Minimum shall be one-hour construction, slab to slab
2. CMU walls or minimum 6 inches concrete curb.
3. Paint finish
4. Provide 45 minute UL or FM rated fire door assembly.
5. Sealed concrete floor
6. Provide containment system for acid spills.

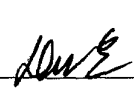

B. Mechanical Requirements

1. The room shall be maintained at 25 degrees C (77 degrees F).
2. The room with wet type batteries shall be exhausted at a minimum of six air changes per hour. The exhaust system for the battery room shall be connected to the UPS power. Rooms with Dry type batteries shall require HVAC and the exhaust sized per manufacturer's recommendations and local code requirements.
3. In rooms utilizing lead acid batteries, provide an emergency body shower and eyewash system in or near the battery room.

C. Electrical Requirements

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1. HVAC equipment servicing the battery room shall be connected to the emergency source.
2. All outlets and lighting in the battery room shall be connected to the emergency source.
3. UPS shall be grounded in accordance with NEC article 250

11.13 ELECTRICAL SWITCH ROOM/MECHANICAL-ELECTRICAL ROOM

A. Architectural Requirements

1. Painted walls.
2. Unfinished ceiling.
3. Electrical switchgear room shall be sized for future addition of 20% equipment.

B. Mechanical Requirements



1. Room shall be conditioned to 70 degrees F. minimum and 85 degrees F maximum.

C. Electrical Requirements

1. Provide industrial type lighting with an on/off control.

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	2	552.270-5	Subletting and Assignment (as amended)
	3	552.270-11	Successors Bound
	4	552.270-23	Subordination, Nondisturbance and Attornment
	5	552.270-24	Statement of Lease (as amended)
	6	552.270-25	Substitution of Tenant Agency
	7	552.270-26	No Waiver
	8	552.270-27	Integrated Agreement
	9	552.270-28	Mutuality of Obligation
PERFORMANCE	10	552.270-17	Delivery and Condition
	11	552.270-18	Default in Delivery - Time Extensions (Variation)
	12	552.270-19	Progressive Occupancy (as amended)
	13	552.270-21	Effect of Acceptance and Occupancy
	14	552.270-6	Maintenance of Building and Premises-Right of Entry
	15	552.270-10	Failure in Performance (as amended)
	16	552.270-22	Default by Lessor During the Term (as amended)
	17	552.270-7	Fire and Casualty Damage (as amended)
	18	552.270-8	Compliance with Applicable Law
	19	552.270-12	Alterations
	20	552.270-29	Acceptance of Space
	21		Non-Interruptability of Base Rent
INSPECTION	22	552.270-9	Inspection-Right of Entry
PAYMENT	23	552.232-75	Prompt Payment
	24	552.232-76	Electronic Funds Transfer Payment (Variation)
	25	552.232-70	Invoice Requirements
	26	52.232-23	Assignment of Claims (as amended)
	27	552.270-20	Payment (Variation)
STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees
	29	52.203-7	Anti-Kickback Procedures
	30	52.223-6	Drug-Free Workplace
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	32	52.215-10	Price Reduction for Defective Cost or Pricing Data
	33	552.270-13	Proposals for Adjustment
	34	552.270-14	Changes (Variation)
AUDITS	35	552.215-70	Examination of Records by the Lessee
	36	52.215-2	Audit and Records—Negotiation

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	42	52.222-36	Affirmative Action for Workers with Disabilities
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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 552.270-4 - DEFINITIONS (SEP 1999)

The following terms and phrases (except as otherwise expressly provided or unless the context otherwise requires) for all purposes of this lease shall have the respective meanings hereinafter specified:

- (a) "Base Rent" or "Unadjusted Base Rent" is that portion of rent to be paid by the Lessee for the Space Lease component of this contract and is established at \$21.60 per RSF. Base Rent is exclusive of Service Agreement Rent and is not subject to setoff.
- (1) "Adjusted Base Rent", as further defined in the Memorandum of Understanding, is the sum of the Base Rent of \$21.60 per RSF plus an additional \$3.63 per RSF totaling \$25.23 per RSF, to be paid by the Lessee, that is not subject to setoff or deduction under this Lease.
- (b) "Capital Repair or Replacement" means a repair, replacement or improvement made to the Premises, the useful life of which is two years or greater and the value of which is not less than Five Thousand Dollars (\$5,000).
- (c) "Commencement Date" means the first day of the lease term.
- (d) "Contract" and "Contractor" means "Lease" and "United States Postal Service (Lessor) its successors or assigns," respectively.
- (e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) "Delivery Date" means the date(s) for delivery of the premises to the Lessee, improved in accordance with the provisions of this lease and substantially complete.
- (g) "Delivery Time" means the number of days provided by this lease for delivery of the premises to the Lessee, as such number may be modified in accordance with the provisions of this lease.
- (h) "Excusable Delays" mean delays arising without the fault or negligence of Lessor and Lessor's subcontractors and suppliers at any tier, and shall include, without limitation, (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity (except to the extent that such delays relate to the USPS Sublease as described in Paragraph 9.1.E. of the MOU), (3) acts of another contractor in the performance of a contract with the Lessee, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes or labor disputes, (9) freight embargoes, (10) unusually severe weather, (11) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both Lessor and any such subcontractor or supplier, (12) third-party litigation directly related to the leased Premises arising from unforeseeable causes, and any other cause or event not within the commercially reasonable control of the Lessor or his agents.
- (i) "Lessee" means the United States General Services Administration.
- "Lessor" means the United States Postal Service or its successors and assigns and it means sub-lessor if this lease is a sublease.
- (j) "Lessor shall provide" means the Lessor shall furnish and install at Lessor's expense.
- (k) "Non Capital Repair or Replacement" means a repair, replacement or improvement made to the Premises that is not a capital repair or replacement.

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- (l) "Notice" means written notice sent by certified or registered mail, Express Mail or comparable service, or delivered by hand. Notice shall be effective on the date delivery is accepted or refused.
- (m) "Operating Expenses" mean all services, maintenance, utilities, insurance [to include all-risk property, commercial general premises liability as owner/landlord, rental interruption (24 months), extra expense (\$5,000,000) and terrorism insurance (if available) and other coverages that Lessor and Lessee agree are commercially reasonable and necessary], and Non-capital Repairs and Replacements, as specified in the lease, for which Lessor is responsible.
- (n) "Premises" means the space described in the MOU and the Lease documents.
- (o) "Service Agreement" means that portion of the lease contract which addresses Lessor's obligations and covenants: 1) to furnish to the Premises all property services, utilities, maintenance, insurance [to include all-risk property, commercial general premises liability as owner/landlord, rental interruption (24 months), extra expense (\$500,000) and terrorism insurance (if available) and other coverages that Lessor and Lessee agree are commercially reasonable and necessary], and Non-capital Repairs and Replacements, 2) to manage the property in the execution of the foregoing, and 3) to pay real estate taxes, as provided in the lease. The "Service Agreement" also entails the Lessee's obligation to pay the Service Agreement Rent.
- (p) "Service Agreement Rent" or "Unadjusted Service Agreement Rent" is that portion of rent that the Lessee pays for Operating Expenses, real estate taxes and Lessor's Management Fee for the leased Premises and is estimated at \$7.94 per RSF for the first year of this Lease. It also includes, in the event of a lessor default, the Service Agreement Reserve. Service Agreement Rent is exclusive of Base Rent.

(1) "Adjusted Service Agreement Rent", as further defined in the Memorandum of Understanding, is the sum of the Service Agreement Rent of \$7.94 (first year estimate) minus \$3.63 per RSF totaling \$4.31 per RSF, to be paid by the Lessee, and is subject to setoff or deduction for purposes of this Lease. The Adjusted Service Agreement Rent is estimated at \$4.31 per RSF for the first year of this Lease.

- (q) "Service Agreement Reserve" is a mechanism that provides additional security for the Lessee in the event of a Lessor default. Beyond the sum of the amounts paid for operating expenses, taxes and Lessor's Management Fee (i.e., Service Agreement Rent), the Service Agreement Reserve is an additional amount equal to 7% of the \$21.60 Unadjusted Base Rent which the Lessee may, in the event that a lessor default continues beyond the notice and cure period, withhold or set off the Adjusted Service Agreement Rent. Any such set off or withholding by the Lessee will, in accordance with the terms of this lease, constitute a deduction from Adjusted Service Agreement Rent, and not from Adjusted Base Rent. The Lessee reserves the right to set off Adjusted Service Agreement Rent, including the full Service Agreement Reserve for each instance of a Lessor default. In no event, however, will the Service Agreement Reserve rent offset exceed 7% of the \$21.60 Unadjusted Base Rent during any 12-month period. The Lessee anticipates that its right to offset Adjusted Service Agreement Rent by the Service Agreement Reserve will oblige Lenders to create an escrow account, initially endowed with an amount equal to 7% of the \$21.60 Unadjusted Base Rent. If, at the end of each lease year, the lease is performing and there are no defaults, then Lessor's Lender may release to Lessor any amounts in the fund in excess of 7% of the Unadjusted Base Rent, including all interest earned off the reserve fund. If there are any defaults for which the Lessee has exercised its right to setoff or withhold Adjusted Service Agreement Rent, then the Lessor shall make an addition to the escrow of an amount equal to the default amount withdrawn from the Reserve each year to keep the escrow full and in an amount equal to 7% of the \$21.60 Unadjusted Base Rent, and thereby protect against any interruption of the cash flow to the lender.
- (r) "Space Lease" means that portion of the lease which addresses (1) Lessor's obligations and covenants to provide the Premises and to provide any and all Capital Repairs and Replacements to the Premises for the entire lease term, and (2) the Lessee's obligation to pay the Base Rent.
- (s) "Substantially complete" and "substantial completion" means that the work, the common and other areas of the building, and all other things necessary for the Lessee's access to the premises and occupancy, possession, use and enjoyment thereof, as provided in this lease, have been completed

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or obtained, excepting only such minor matters as do not interfere with or materially diminish such access, occupancy, possession, use or enjoyment. Such "substantial completion" shall be determined in accordance with the following benchmarks:

- (1) The Lessor has completed all of the Tenant Improvements so that (a) Tenant can use the premises for its intended purposes without material interference to Tenant conducting its ordinary business activities, and (b) the only incomplete items are minor or insubstantial details of construction, mechanical adjustments, or finishing touches;
 - (2) Tenant, its employees, agents, and invitees, have ready access to the Building, parking garages, and Premises through the lobby, entranceways, elevators, and hallways;
 - (3) The equipment to be installed by Landlord are installed and in good operating order;
 - (4) The Premises are ready for installation of any equipment, furniture, fixtures, or decoration that Tenant may install;
 - (5) The following items are installed and in good operating order: (a) building lobby, (b) hallways on floor on which Premises are located (including walls, flooring, ceiling, lighting, etc.), (c) elevators, HVAC, utilities, fire protection systems and services, and plumbing services, (d) the doors and hardware, and (e) the bathrooms;
 - (6) The Premises are broom clean;
 - (7) LEED Certification and commissioning is being diligently pursued by the Landlord; and
 - (8) The Lessor has secured a temporary Certificate of Occupancy from the City of Kansas City, Missouri that allows the type and manner of occupancy as required under the meaning of "substantially complete" in the opening paragraph hereof and in subsections (a) through (g) of this definition.
- (t) "Work" means all alterations, improvements, modifications, and other things required for the preparation or continued occupancy of the premises by the Lessee as specified in this lease.

2. 552.270-5 - SUBLETTING AND ASSIGNMENT (SEP 1999) (AMENDED)

The Lessee may assign or sublet any part of the Property upon reasonable notice to the Lessor, but shall not be relieved from any obligations under this lease by reason of any such assignment or subletting. Approval by the Lessee to sublet or assign its rights under this Lease is hereby granted.

3. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

4. 552.270-23 - SUBORDINATION, NONDISTURBANCE AND ATTORNMEN (SEP 1999)

- (a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Lessee's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. The Lessee agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. The Lessee agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor or its Lender may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Lessee under this lease.
- (b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Lessee under this lease so long as the Lessee is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate nondisturbance

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